

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:

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**REGULAR MEETING - TUESDAY, DECEMBER 18, 2012 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
  - A Public recognition of Supervisor Shirley Dawson, Sheriff John Armer, Assessor Dale Hom, and County Attorney Daisy Flores. **(Tommie Martin)**
- 3 **REGULAR AGENDA ITEMS:**
  - A Information/Discussion/Action for Gila County to agree to serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service. **(Don McDaniel)**
  - B Information/Discussion/Action to ratify approval for the Sheriff's Office to submit a Grant Application entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security and to accept the grant award in the amount of \$49,700 for this project by approving Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01, to be used during the period of October 1, 2012, through September 30, 2013. **(John France)**
  - C Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region of Gila County, Arizona. **(Joseph Heatherly)**
  - D Information/Discussion/Action to review all bids submitted for Call for Bids No. 112012 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2013; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Joseph Heatherly)**
  - E Information/Discussion/Action to approve Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend. **(Steve Stratton)**

4 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of the appointment of Judith A. Joseph as Judge Pro Tempore for the Superior Court in Gila County for the period of January 1, 2013, through June 30, 2013.
- B Approval of the reappointments of the following as Justices of the Peace Pro Tempore for both the Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales; the reappointment of John Perlman as Justice of the Peace Pro Tempore for the Payson Regional Justice Court; and the reappointments of Patricia Arnold and J. Dee Flake, as Justices of the Peace Pro Tempore for the Globe Regional Justice Court, all for the term of one (1) year (January 1, 2013, through December 31, 2013).
- C Approval of Amendment No. 1 to Professional Services Contract No. 1005.103/1-2011 between Gila County and Elections Operations Services in an amount not to exceed \$200,000 to extend the Contract for consulting services for one additional two-year period beginning January 1, 2013, through January 1, 2015.
- D Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 040910-1 between Gila County and Wright Asphalt Products Company LLC to extend the term of the Contract for an additional year, from October 8, 2012, to October 7, 2013; and to provide for the purchase of TRMSS fog seal for County roads.
- E Approval to reappoint Clark Richins and Kenny Evans to the Gila County Cooperative Extension Advisory Board for an additional term of two years, from January 1, 2013, through December 31, 2014.
- F Approval of Modification No. 2 to a Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the USDA, Forest Service increasing the reimbursable funding amount from \$83,000 to \$87,498 for the period October 1, 2012, through September 30, 2013, and incorporating some other minor changes to the Agreement.
- G Approval of an Intergovernmental Agreement (Contract No. ADHS13-034536) between Gila County and the Arizona Department of Health Services in the amount of \$16,800 per year for the continued provision of Reproductive Health/Family Planning Services for the period January 1, 2013, through December 31, 2017.
- H Approval of the November 2012 monthly departmental activity report submitted by the Globe Regional Justice Court.
- I Approval of the November 13, 2012, and November 20, 2012, BOS Minutes.

- J Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 19, 2012, to November 23, 2012; and November 26, 2012, to November 30, 2012.
- K Approval of finance reports/demands/transfers for the weeks of December 11, 2012, and December 18, 2012.
- 5 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(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.
- 6 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

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-1567**

**Presentation Agenda Item 2- A**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Don

McDaniel  
Jr., County  
Manager

Submitted By:

Linda Rodriguez, Administrative Manager,  
County Manager

Department: County Manager

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Information

Request/Subject

Presentation of Appreciation Plaques to Outgoing Elected Officials

Background Information

The purpose of this presentation is to provide recognition to outgoing Elected Officials for their years of service to Gila County.

Evaluation

NA

Conclusion

NA

Recommendation

To allow the Gila County Board of Supervisors to publicly recognize the outgoing elected officials.

Suggested Motion

Public recognition of Supervisor Shirley Dawson, Sheriff John Armer, Assessor Dale Hom, and County Attorney Daisy Flores. **(Tommie Martin)**

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**ARF-1584**

**Regular Agenda Item 3- A**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

**Submitted For:** Don McDaniel Jr., County Manager  
**Submitted By:** Don McDaniel Jr., County Manager, County Manager

**Department:** County Manager

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Information

Request/Subject

Roosevelt Lakeview Park Townsite Act Application

Background Information

Roosevelt Lakeview Park (RLP) is an existing manufactured home and recreational vehicle community located in the Tonto National Forest on the west side of State Route 188 approximately 1 mile south of Roosevelt Dam on the Salt River. RLP was developed in the early 1970s and consists of 174 manufactured home spaces and 11 recreational vehicle spaces and is served by a private water company and a private wastewater company. The Park was developed as a Special Use Permit issued by the Tonto National Forest. That permit expires on December 31, 2012, and the residents will be required to relocate all of the improvements including manufactured and mobile units.

The owner/operator of RLP, David Buckmaster, and representatives of the U.S. Forest Service have been exploring alternatives to having the residents relocate. The current alternative and the subject of this report is the utilization of the National Forest Townsite Act. This Act allows the designation and sale of Forest Service lands adjacent to established communities in 12 western states, including Arizona, for townsite purposes. The Act requires that an application to the Forest Service be made by designated officials of the County, City or local government subdivision.

Evaluation

Mr. Buckmaster has asked Gila County to consider serving as the applicant in making application to the U.S. Forest Service to designate RLP as a Townsite. Under the Act, "Forest Service lands needed by a community (County) may be sold for fair market value, if those lands would serve indigenous community objectives that outweigh the public objectives and values of retaining the lands in Federal ownership. Indigenous community objectives may include space for housing and for service industries, expansion of existing economic enterprises, new industries utilizing local resources and skills, public schools, public health facilities, community parks, and other recreation areas for local citizens, but would exclude such uses as commercial enterprises or new industries and housing projects that would change the character or the local community."

County staff has indicated to Mr. Buckmaster that Gila County is unable to purchase the park (a private business) with taxpayer dollars. We are also not in the mobile home park business and would not want to be seen as competing with other similar

businesses in the County.

We have indicated our strong support and willingness to serve as the applicant, provided a satisfactory financial plan outlining the use of private money to purchase the park from the Forest Service is approved by the Board of Supervisors first. We believe that while the economic impact of having these residents move and discontinue RLP would be relatively small to Gila County overall, the impact on this area of the County and the residents themselves would be great. We would like to do all we can to prevent this facility from closing.

While the application process with the Forest Service is fairly straightforward and simple, developing County zoning and development standards to ensure all parties involved that the park will continue to be used and redeveloped with the same high standards, will be an arduous and time-consuming process. Staff is reluctant to spend considerable staff time developing these safeguards without the assurance that a financial plan has been developed and approved by the Board.

### Conclusion

Mr. Buckmaster's 24-acre mobile home park is an asset to this area of Gila County and we believe that we should do all that is legally and reasonably possible to help him retain the park after the expiration of his Special Use Permit with the Forest Service. By agreeing to serve as the applicant in the Townsite Act application, the Board would be demonstrating its support for the continuation of the park.

A financial plan, developed by Mr. Buckmaster, is critical to the success of the application and the transaction to follow; however, we believe that a contract can be drafted, based upon his plan, that would clearly outline the responsibilities of Mr. Buckmaster and Gila County in a financial transaction that would provide private funds through the County to the U.S. Forest Service to purchase the mobile home park for Mr. Buckmaster's use. The County would be serving as the applicant only.

After the financial plan is submitted by Mr. Buckmaster and approved by the Board of Supervisors, staff would immediately begin work on the zoning and development standards and preparation of the Townsite Act Application.

### Recommendation

Staff recommends that the Board of Supervisors agree to serve as the applicant for the U.S. Forest Service to designate Roosevelt Lakeview Park as a Townsite under the Townsite Act; that this approval is subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the preparation and submission of the application to the U.S. Forest Service by the County. Further staff recommends that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging our intention to file, to the U.S. Forest Service.

### Suggested Motion

Information/Discussion/Action for Gila County to agree to serve as the applicant for the U.S. Forest Service to designate and sell Roosevelt Lakeview Park as a Townsite under the Townsite Act, subject to the development and submittal of a financial plan by Mr. Buckmaster to Gila County, for approval by the Board of Supervisors prior to the preparation and submission of the application to the Forest Service by the County. Further, that prior to December 31, 2012, staff will send a copy of this Board of Supervisors' action, with a cover letter acknowledging Gila County's intention to file, to the U.S. Forest Service. **(Don McDaniel)**

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Attachments

County Letter to RLP

RLP Business Plan

**ARF-1575**

**Regular Agenda Item 3- B**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Nancy  
Neumann,  
Executive  
Administrative  
Assistant

Submitted By:  
Nancy Neumann, Executive  
Administrative Assistant, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: FY 2012      Budgeted?: Yes

Contract Dates October 1, 2012      Grant?: Yes

Begin & End: to September  
30, 2013

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

State of Arizona Department of Homeland Security Grant Application and Subgrantee Agreement (12-AZDOHS-HSGP-999303-01.)

Background Information

On February 24, 2012, the Gila County Sheriff's Office electronically submitted a Grant Application in the amount of \$49,700 to the Arizona Department of Homeland Security (AZDOHS) of which the project is entitled "Critical Incident Responder Safety and Health." As there was a short time frame to submit the Grant Application with a submission deadline of March 2, 2012, the Sheriff's Office did not present the Grant Application to the Board of Supervisors to obtain permission to submit it as required per County policy.

A letter dated September 21, 2012, was sent to Chief Tom Melcher of the Gila County Sheriff's Office from AZDOHS advising that a FFY2012 Homeland Security Grant Program award in the amount of \$49,700 is being awarded to the Gila County Sheriff's Office providing that the Grant Agreement is approved by the Board of Supervisors, signed and returned to AZDOHS.

Evaluation

The Gila County Sheriff's Office's ultimate initiative is to provide adequate protection for the Gila County deputies who are first responders to a contaminated water critical incident, so it is imperative that the Sheriff's Office continue to submit grant applications to the Department of Homeland Security to obtain continued grant funding.

If the Board of Supervisors accepts this grant funding, it will be used to purchase SCUBA diving suits and gear, and related equipment for 10 Sheriff's Office personnel.

### Conclusion

In order to receive continued funding for the Gila County Sheriff's Office, the Board of Supervisors needs to officially accept the grant award by executing Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01, and the Sheriff's Office needs to return the signed Grant Agreement to the AZDOHS.

### Recommendation

The Gila County Sheriff's Office recommends that the Board of Supervisors ratify approval for the Sheriff's Office's submission of the Grant Application Critical Incident Responder Safety and Health Project to AZDOHS and approve the Subgrantee Agreement in order to accept the grant award in the amount of \$49,700 for fiscal year 2013.

### Suggested Motion

Information/Discussion/Action to ratify approval for the Sheriff's Office to submit a Grant Application entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security and to accept the grant award in the amount of \$49,700 for this project by approving Subgrantee Agreement No. 12-AZDOHS-HSGP-999303-01, to be used during the period of October 1, 2012, through September 30, 2013.

**(John France)**

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### Attachments

2012 State Homeland Security Grant Program Application

FFY 2012 Homeland Security Grant Program Award

Subgrantee Agreement 12-AZDOHS-HSGP-999303-01

Legal Explanation



STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #: **999303-01**

Applicant: **GILA COUNTY SHERIFF'S OFFICE**

Project Title: **CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH**

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-10)
- Project Narrative (Questions 11-13 )
- Project Justification (Questions 14 & 15)
- Target Capabilities (TCA, Questions 16 & 17)
- Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Narrative & Detail Worksheet
- Exercise Budget Narrative & Detail Worksheet
- Planning Budget Narrative & Detail Worksheet
- M&A Budget Narrative & Detail Worksheet
- Organization Budget Narrative & Detail Worksheet
- Memorandum of Understanding (if applicable)

Please check the following boxes if

- Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

<http://www.fema.gov/nimscast/index.jsp>

- Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

[http://www.dhs.gov/xprevprot/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm)

The following tabs **MUST** be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is March 2, 2012 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/application2012.asp>

Central and North Regions, Phoenix and Tucson UASI	East and West Regions, State Agencies	South Region, Operation Stonegarden
Susan Dzbanko (602) 542-1777 <a href="mailto:sdzbanko@azdohs.gov">sdzbanko@azdohs.gov</a>	John Coughlin (602) 542-7012 <a href="mailto:jcoughlin@azdohs.gov">jcoughlin@azdohs.gov</a>	William Seltzer (602) 542-7044 <a href="mailto:wseltzer@azdohs.gov">wseltzer@azdohs.gov</a>

Grant Timeline

March 2, 2012 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS

March 5 - March 9, 2012 AZDOHS reviews grant applications

March 12 - March 30, 2012 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS

TBD - AZDOHS Applications due to Federal DHS

On or before September 2012 - Awards will be made to local jurisdictions and state agencies

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months

STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

Grant Program: SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT ADMINISTRATIVE PAGE

1. Applicant GILA COUNTY SHERIFF'S OFFICE		2. Organization Type County	
Applicant Address: Mailing Address: P.O. Box 311 City/State/Zip: GLOBE AZ 85502 City State Zip Code		3. Region or Entity: East Region	
Head of Agency Title: CHIEF First Name: TOM Last Name: MELCHER Phone #: 928-468-2821 E-Mail Address: tmelcher@co.gila.az.us		Program Initiatives	
Agency's Point of Contact Information Title: SGT. First Name: JOHN Last Name: FRANCE Phone #: 928-472-5395 Cell Phone #: 928-701-4440 E-Mail Address: jfrance@co.gila.az.us		4a. SHSGP, MMRS, CCP: Strengthen CBRNE Detection, Response & Decontamination 4b. Phoenix UASI: Choose Initiative 4c. Tucson UASI: Choose Initiative 4d. Is this LETPA?: Yes	
		5. Total Dollar Amount Requested: \$49,700	

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

<http://www.azdohs.gov/Grants/SHSS.asp>

5.1.1 5.1.4 5.2.1

7. Identify the primary National Priority that is supported by this project from the drop down box below.

NP6. Strengthen CBRNE Detection, Response and Decontamination Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

Ongoing; FY2010 received \$28,000.00. None received FY2011

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

Yes. 1st; \$30,000.00-Suit,Diving, Dry, Protective, Contaminated Water. 2nd; \$13,000.00-Self Contained Underwater Breathing Apparatus, Contaminated Water. 3rd; \$1,700.00-Underwater Communication Equipment. 4th; \$5,000.00-SCUBA Emergency Back Up System.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

This project will serve the regional areas of Gila County, Tonto Apache Tribal Reservation, San Carlos Tribal Reservation, White Mtn. Apache Tribal Reservaton, Navajo, Coconino, Apache, and Maricopa Counties. None are direct partners

APPROVAL PROCESS

The signatures below verify the approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact or Agency's Authorized Individual	Chief Deputy Tom Melc	
	Typed Name	Signature
AZDOHS Strategic Planner or Assistant Director Planning & Preparedness		
	Typed Name	Signature

STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

## PROJECT NARRATIVE

**11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.**

This equipment is needed to provide adequate protection for those first responders to a contaminated water critical incident. Gila County is home to the two largest bodies of inland water-Roosevelt Lk. and San Carlos Lk., as well as numerous water storage and treatment facilities. Due to our rural nature, we need to be able to respond quickly with appropriate suitable equipment to perform operations in contaminated water environments. With this equipment we will be able to perform inspections of affected water sites to mitigate or eliminate issues, and respond to critical incidents involving contaminated environments with the proper protective equipment for essential first responders.

**12. What is the sustainability plan for this project/equipment?**

This equipment will be maintained, serviced yearly and should be in service for ten plus years or more. It is high quality and designed to meet our needs for many years of sustainability

**13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.**

FY2010 funding provided for the purchase of a portable SCUBA air compressor fill station. In the intervening time span we have acquired, through asset forfeiture, a box trailer with tow vehicle. The portable fill station is in place in the trailer which gives us sustainability for protracted missions, as well as an ability to travel to any site in our region and elsewhere as is needed.

STATE OF ARIZONA  
Department of Homeland Security

## 2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

**PROJECT JUSTIFICATION**

14a. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

Within Gila County are located the states two largest inland bodies of water; Roosevelt Lk. & San Carlos Lk., these two lakes provide much of the potable and agricultural water supply for the Phoenix and Tucson Metropolitan areas as well as local needs. We also have numerous private water suppliers within the rural area. This equipment will allow for essential personnel to be protected in their response to investigate, mitigate, & prevent issues relative to contaminated water. We will have the equipment to respond and work cohesively with other Public Safety Diving Teams.

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This equipment will provide protection from conatminated water enviornments for essential personnel tasked with responding to an incident invovling CBRNE Decontamination of critical water resources. It will also provide the ability to perform routine inspections for the detection of potential CBRNE agents, thereby preventing an incident involving critical water supply sources.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

We currently do not have suitable equipment for diving in contaminated water enviornments safely or adequately. This equipment will greatly increase our ability to function safely, protecting the essential first responders, in the event of a critical incident of water contamination. Our goal is to fully equip ten personnel with the required equipment to protect them in enviornments where the water is or could be contaminated. The diving suits are protective apparal and the underwater communications equipment will allow for full communications with each other, surface support personnel, and other similiarly equipped Public Safety Diving Teams.

STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

TARGET CAPABILITIES ASSESSMENT

16. From the 37 Target Capabilities please identify, from the drop down menu, no more than three Target Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Target Capability from this project. To access the Target Capabilities List click on the link below.

<http://www.fema.gov/pdf/government/training/tcl.pdf>

Responder Safety and Health	▼	Enter Amount:	\$48,000
Communications	▼	Enter Amount:	\$1,700
Choose Target Capabilities	▼	Enter Amount:	\$0

This amount should equal the total amount being requested for this project. **\$49,700**

17. How will the achieved goals and objectives of this project buy down the risk to your jurisdiction and region?

The Gila County Public Safety Dive Team, PSDT, is currently the only functioning unit in the East Region, as well as North Region. As such we have been called upon numerous times to assist other agencies and entities with diving operations from body recoveries to vehicle recoveries in water environments. A single vehicle could easily contain enough contaminants to jeopardize potable and agricultural water supplies for large area. With this equipment we will be able to safely operate in a contaminated water environment without risking the health and safety of essential personnel. Our PSDT will be able to perform routine underwater inspections of numerous water storage and treatment facilities to identify and hopefully prevent issues of potential contamination. The equipment is of common type in use by other PSDT's to facilitate common practices and coordinated communications.

STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

**MILESTONES**

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2012 - September 2013. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

**Milestone 1**

Description:	Start Date	End Date
Grant received, bids sent out.	10/01/2012	12/31/2012

**Milestone 2**

Description:	Start Date	End Date
Bids received and reviewed, contracts processed.	01/01/2013	03/31/2013

**Milestone 3**

Description:	Start Date	End Date
Bids awarded, purchase orders going out.	04/01/2013	06/30/2013

**Milestone 4**

Description:	Start Date	End Date
Equipment received, operational training started for new equipment.	07/01/2013	09/30/2013



12-EAS-007

STATE OF ARIZONA  
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

EQUIPMENT - BUDGET DETAIL WORKSHEET

Equipment Type	Discipline Group	Whole Dollars
1 Personal Protective Equipment (PPE)	Law Enforcement	\$48,000
6 Interoperable Communications Equipment	Law Enforcement	\$1,700
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
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CHOOSE EQUIPMENT TYPE	Click Discipline	\$0
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<b>EQUIPMENT TOTAL FOR PROJECT</b>		\$49,700

STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

**TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET**

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.

More information on the Arizona Communications Unit Training Coordination Procedure can be found at:  
<http://arizona.gov/libraries/standards/default.htm>

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

N/A

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level			
Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consumable supplies requested.

Section 2

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level			
Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consumable supplies requested.

**Section 3**

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

**Section 4**

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area

Training Level

Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

**Section 5**

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. **MUST** include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area:  Training Level:

Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

**Section 6**

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. **MUST** include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area:  Training Level:

Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

**Section 7**

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area:

Training Level:

Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

**Section 8**

FEMA approved training class, course number, title and/or conference/training event:

<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area:

Training Level:

Projected Number of Deliveries ( 1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
<b>Total Cost for All Deliveries</b>	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

**TOTAL TRAINING COSTS**      \$0      \$0      \$0      \$0      \$0      \$0

STATE OF ARIZONA 12-EAS-007  
 Department of Homeland Security  
 2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION  
 Grant #: 999303-01      Applicant: GILA COUNTY SHERIFF'S OFFICE  
 Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

**EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET**

Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP).  
 Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. The character limit for this section is 1,000.  
 Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:

EXERCISE LEVEL: (Table Top, Functional, Full Scale)  
 N/A

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consummable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consummable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consummable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

PLANNING - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Planning activity must be explained in detail. Refer to the link below for additional guidance and detailed information on allowable planning expenses/activities. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Planning must be listed on the "Equipment Budget Narrative" page only. The character limit for this section is 1,000.  
Management & Administration and Planning Information.

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:  
<http://www.azdhs.gov/AccountingManual/AccountingManualTO.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

N/A

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting materials, provide a list of all materials requested.

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

Select Associated Staff, Contractor, or Consultant Costs: Choose Planning Cost For Staff, Contractors, Consultants

PLANNING SUBTOTALS

Backfill and Overtime	Staff, Contractors, Consultants	Conferences and Workshops	Travel / Per Diem	Materials	Total
\$0	\$0	\$0	\$0	\$0	\$0

**STATE OF ARIZONA**  
**Department of Homeland Security**

12-EAS-007

**2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION**

Grant #:

Applicant:

Project Title:

**ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET**

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. The character limit for this section is 1,000.  
 Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:  
<http://www.gao.ar.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

N/A

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input type="text" value="\$0"/>	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input type="text" value="\$0"/>	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input type="text" value="\$0"/>
---	---	---

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input type="text" value="\$0"/>	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input type="text" value="\$0"/>	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input type="text" value="\$0"/>
---	---	---

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities <input type="text" value="\$0"/>	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS. <input type="text" value="\$0"/>	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities <input type="text" value="\$0"/>
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**TOTAL ORGANIZATION COSTS**

**TOTAL COSTS**

STATE OF ARIZONA  
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

MANAGEMENT AND ADMINISTRATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

M&A COSTS ARE LIMITED TO 5% OF THE TOTAL AMOUNT OF THE PROJECT AWARD.  
M&A COSTS ARE NOT APPLICABLE FOR STATE AGENCIES.

Each M&A activity must be explained in detail. Refer to the link below for additional guidance and detailed information on allowable M&A expenses/activities. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. The character limit for this section is 1,000.  
Management & Administration and Planning Information:

[http://www.azdhs.gov/Documents/Grants/HSCP\\_MAandPlanning1210.pdf](http://www.azdhs.gov/Documents/Grants/HSCP_MAandPlanning1210.pdf)

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:

<http://www.gao.az.gov/publications/SAAM/SAAM-24-022908.pdf>

Provide a description of each M&A expense activity. Each allowable M&A expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, etc. If requesting Authorized Office Equipment, list the Authorized Equipment List (AEL) item number. Specify the type and quantity of equipment here.

The most current AEL can be found on the FEMA Responder Knowledge Base on line at the following link:

<https://www.rkb.us/FEMAGrants/DisplayFEMAGrants.cfm>

N/A

Backfill Overtime	Personnel Contractors Consultants	Collection Plan Development for DHS Data Calls	Travel Lodging Per Diem	Meeting Expenses	Authorized Office Equipment	Recurring Equipment Fees Space Rental	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Provide a description of each M&A expense activity. Each allowable M&A expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, etc. If requesting Authorized Office Equipment, list the Authorized Equipment List (AEL) item number. Specify the type and quantity of equipment here.

The most current AEL can be found on the FEMA Responder Knowledge Base on line at the following link:

<https://www.rkb.us/FEMAGrants/DisplayFEMAGrants.cfm>

Backfill Overtime	Personnel Contractors Consultants	Collection Plan Development for DHS Data Calls	Travel Lodging Per Diem	Meeting Expenses	Authorized Office Equipment	Recurring Equipment Fees Space Rental	Total
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

							Total
M&A SUBTOTALS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF ARIZONA  
Department of Homeland Security

12-EAS-007

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: 999303-01

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

APPLICATION - SUMMARY

FUNDING CATEGORIES

TOTAL

EQUIPMENT

\$49,700

TRAINING

\$0

EXERCISE

\$0

PLANNING

\$0

ORGANIZATION

\$0

M & A

\$0

APPLICATION TOTAL

\$49,700

Grant Number: 9993303-01  
 Application Number: 12-EAS-007

Arizona Department of Homeland Security  
 1700 West Washington Street, Suite 210  
 Phoenix, AZ 85007

Project Summary

Local Unit of Government:	GILA COUNTY SHERIFF'S OFFICE
Award Amount:	\$49,700
Project Title:	CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH
Project Description:	This equipment is needed to provide adequate protection for those first responders to a contaminated water critical incident. Gila County is home to the two largest bodies of inland water-Roosevelt Lk. and San Carlos Lk., as well as numerous water storage and treatment facilities. Due to our rural nature, we need to be able to respond quickly with appropriate suitable equipment to perform operations in contaminated water environments. With this equipment we will be able to perform inspections of affected water sites to mitigate or eliminate issues, and respond to critical incidents involving contaminated environments with the proper protective equipment for essential first responders.
Project Type:	Enhance capabilities to respond to all-hazards events
Primary Target Capability:	Responder Safety and Health
HSGP Investment Supported:	Strengthen CBRNE Response and Detection
HSGP Primary Goal:	Goal 5 - Respond to Incidents
HSGP Objective:	Strengthen Arizona's essential responder personnel capabilities to address Chemical, Biological, Radiologic.
Phoenix UASI Investment Supported:	Strengthen CBRNE Response and Detection
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Tucson UASI Investment Supported:	Strengthen CBRNE Response and Detection
Tucson UASI Primary Goal:	Choose a Tucson UASI Goal
Tucson UASI Objective:	Choose a Tucson UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM



Arizona Department of Homeland Security  
Financial Systems Survey

Name of Organization:

Person completing survey: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.**

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

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

**A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?

Yes  No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes  No

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes  No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes  No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes  No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3)  501 C (4)  501 C (5)  501 C (6)  Other

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

Yes  No

**B. FUNDS MANAGEMENT**

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

Manual  Automated  Combination

9. How frequently do you post to the General Ledger?

Daily  Weekly  Monthly  Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes  No

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

Yes  No

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

Yes  No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes  No

### C. INTERNAL CONTROLS

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

Yes  No

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

Yes  No

16. Are all accounting entries and payments supported by source documentation?

Yes  No

17. Are cash or in-kind matching funds supported by source documentation?

Yes  No

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

Yes  No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

Yes  No

### D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

Yes  No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

Yes  No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes  No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

Yes  No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

Yes  No

25. Does the organization maintain written procurement policies and procedures?

Yes  No

Application Number: (AZDOHS Use Only): 12-EAS-007

Grant Number: 999303-01

## Arizona Department of Homeland Security

### Standard Data Collection Form

#### A. Agency Information

Project Title (if applicable): CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

Agency: GILA COUNTY SHERIFF'S OFFICE

Amount Requested: \$49,700

Project Description: This equipment is needed to provide adequate protection for those first responders to a contaminated water critical incident. Gila County is home to the two largest bodies of inland water-Roosevelt Lk. and San Carlos Lk., as well as numerous water storage and treatment facilities. Due to our rural nature, we need to be able to respond quickly with appropriate suitable equipment to perform operations in contaminated water environments. With this equipment we will be able to perform inspections of affected water sites to mitigate or eliminate issues, and respond to critical incidents involving contaminated environments with the proper protective equipment for essential first responders.

Address: P.O. Box 311  
(Address Line 1)  
(Address Line 2) GLOBE (City) AZ (State) 85302 (Zip code)

County: Gila

#### Authorized Individual:

Name: TOM (First Name) MELCHER (Last Name)

Position / Title: CHIEF

Email: tmelcher@co.gila.az.us

Phone: 928-468-2321 Ext. \_\_\_\_\_

Fax: \_\_\_\_\_

Employer Identification Number: 866000444

Agency Classification (This is based on your selection on the Project Administrative Page): County \_\_\_\_\_

Have you previously conducted business with the State using this Employer Identification Number? Yes

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application.

<http://www.ica.state.az.us/forms/selfinsured/AZ-SubstituteW9.pdf>

In which Congressional (Federal) District is your agency headquartered? Enter District #: 1

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

In which Legislative (State) District is your agency headquartered? Enter District #: 5

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

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? \$110,000

What is your organization's fiscal year-end date? MM 6 DD 30

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

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

Agency: Miller and Allen & Co

Address: 5333 North 7th Street, Suite 100  
(Address Line 1)  
(Address Line 2) Phoenix (City) AZ (State) 85014 (Zip code)

Phone Number: 602-264-3888

Fax: 602-230-0348

## Arizona Department of Homeland Security

### Standard Data Collection Form

**B. Contact Information (Please copy this portion as many times as needed.)**

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type :

Agency:

Address:

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip code)

County:

Contact Person:

(First Name)

(Last Name)

Position/Title:

Email:

Phone Number:  Ext.

Fax:

Agency Contact Type :

Agency:

Address:

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip code)

County:

Contact Person:

(First Name)

(Last Name)

Position/Title:

Email:

Phone Number:  Ext.

Fax:

Agency Contact Type :

Agency:

Address:

(Address Line 1)

(Address Line 2)

(City)

(State)

(Zip code)

County:

Contact Person:

(First Name)

(Last Name)

Position/Title:

Email:

Phone Number:  Ext.

Fax:

Grant Number:

## Arizona Department of Homeland Security

### FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

This section must be completed for any application greater than or equal to \$25,000

Name of Entity Receiving Award:	<input type="text" value="GILA COUNTY SHERIFF'S OFFICE"/>		
Requested Amount:	<input type="text" value="\$49,700"/>	Awarded Amount:	<input type="text"/> (AZDOHS use only)
Funding Agency:	<input type="text" value="Arizona Department of Homeland Security"/>		
CFDA Number:	<input type="text" value="97.073"/>		
Project Title:	<input type="text" value="Critical Incident Responder Safety and health"/>		
Location:	City: <input type="text" value="GLOBE"/>	State: <input type="text" value="AZ"/>	Congressional District: <input type="text" value="1"/>
DUNS Number:	<input type="text" value="074462102"/>	<a href="http://www.azredistricting.org">http://www.azredistricting.org</a>	
1) Is 80% or more of your annual gross revenues from Federal Awards?	<input type="text" value="No"/>		
2) Do you receive \$25 Million or more annually from Federal Awards?	<input type="text" value="No"/>		

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1:	Name <input type="text"/>	Total Compensation <input type="text"/>
2:	Name <input type="text"/>	Total Compensation <input type="text"/>
3:	Name <input type="text"/>	Total Compensation <input type="text"/>
4:	Name <input type="text"/>	Total Compensation <input type="text"/>
5:	Name <input type="text"/>	Total Compensation <input type="text"/>

**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION**

**Points of Contact**

*Address Your State Homeland Security Grant Program Management Questions to the Individuals Listed Below*

**AZDOHS**

**Assistant Director of Planning and Preparedness**

Lisa Hansen  
(602) 542-7014

[Lhansen@azdohs.gov](mailto:Lhansen@azdohs.gov)

**Assistant Director of Finance and Administration**

Terry Riordan  
(602) 542-7056

[Triordan@azdohs.gov](mailto:Triordan@azdohs.gov)

**Assistant Director of Community Preparedness**

Cheryl Bowen  
(602) 542-7077

[Cbowen@azdohs.gov](mailto:Cbowen@azdohs.gov)

**Equipment Specialist**

Michael Stidham  
(602) 542-7041

[Mstidham@azdohs.gov](mailto:Mstidham@azdohs.gov)

**NIMCAST COMPLIANCE (ADEM)**

Mariano Gonzalez

[Mariano.gonzalez@azdema.gov](mailto:Mariano.gonzalez@azdema.gov)

**REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS**

**Central & North Regions,  
Phoenix & Tucson UASI**

Susan Dzbanko  
Senior Strategic Planner  
Office: (602) 542-1777  
Cell: (602) 319-8837

[Sdzbanko@azdohs.gov](mailto:Sdzbanko@azdohs.gov)

Lois George  
Grant & Finance Specialist

(602) 542-7047

[Lgeorge@azdohs.gov](mailto:Lgeorge@azdohs.gov)

**East & West Regions,  
State Agencies**

John Coughlin  
Strategic Planner  
Office: (602) 542-7012  
Cell: (602) 568-2973

[Jcoughlin@azdohs.gov](mailto:Jcoughlin@azdohs.gov)

Kevin Guimond  
Budget Manager

(602) 542-1716

[Kguimond@azdohs.gov](mailto:Kguimond@azdohs.gov)

**South Region,  
Operation Stonegarden**

William Seltzer  
Strategic Planner  
Office: (602) 542-7044  
Cell: (602) 568-5806

[Wseltzer@azdohs.gov](mailto:Wseltzer@azdohs.gov)

Christina Ambroult  
Project Specialist

(602) 542-7036

[Cambroult@azdohs.gov](mailto:Cambroult@azdohs.gov)

**ADEM (Training & Exercise)**

**Homeland Security Training**

**Coordinator**

Kathy Walker  
Office: (602) 464-6264

[katherine.walker@azdema.gov](mailto:katherine.walker@azdema.gov)

**Exercise Coordinator**

Jan Lindner  
Office: (602) 464-6218

[jan.lindner@azdema.gov](mailto:jan.lindner@azdema.gov)

**Exercise Coordinator**

Nichole Fortson  
Office: (602) 464-6514

[Nichole.fortson@azdema.gov](mailto:Nichole.fortson@azdema.gov)





# State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Chief Tom Melcher  
Gila County Sheriff's Office  
P.O. Box 311  
Globe, AZ 85502

Subject: FFY 2012 Homeland Security Grant Program Award

Grant Agreement Number: **999303-01**

Project Title: **CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH**

Dear Chief Tom Melcher:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$49,700.00**. The grant performance period is **October 1, 2012 through September 30, 2013**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at [www.fema.gov/nimscast](http://www.fema.gov/nimscast). Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at [mariano.gonzalez@azdema.gov](mailto:mariano.gonzalez@azdema.gov), or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

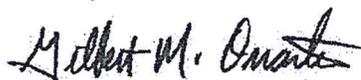
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, [HSEEP@dhs.gov](mailto:HSEEP@dhs.gov), the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Sgt. John France

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: 999303-01

Sub-Recipient: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

Grant Program: STATE HOMELAND SECURITY GRANT PROGRAM

1. Unit of Government: Gila County Sheriff's Office

Point of Contact: Sgt. John France

Sub-recipient Address:

Street: P.O. Box 311

City/State/Zip: Globe, AZ 85502

Head of Agency: Chief Tom Melcher

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: 928-468-2821

E-mail Address: [tmelcher@co.gila.az.us](mailto:tmelcher@co.gila.az.us)

2. Organizational Type: County Government

3. Region or Entity: East Region

4. Initiative Title Strengthen CBRNE Detection, Response & Decontamination Capabilities

5. Total Dollar Amount Requested \$49,700.00

Total Dollar Amount Awarded: \$49,700.00

6. 6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:

5.1.1 5.1.4 5.2.1

7. Identify the primary National Priority that is supported by this project from the drop down box below

NP 6. Strengthen CBRNE Detection, Response and Decontamination Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

Ongoing; FY2010 received \$28,000.00. None received FY2011

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.

Yes. 1st; \$30,000.00-Suit,Diving, Dry, Protective, Contaminated Water. 2nd; \$13,000.00-Self Contained Underwater Breathing Apparatus, Contaminated Water. 3rd; \$1,700.00-Underwater Communication Equipment. 4th; \$5,000.00-SCUBA Emergency Back Up System.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.

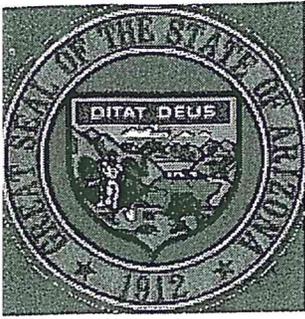
This project will serve the regional areas of Gila County, Tonto Apache Tribal Reservation, San Carlos Tribal Reservation, White Mtn. Apache Tribal Reservaton, Navajo, Coconino, Apache, and Maricopa Counties. None are direct partners

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Point of Contact	Sgt. John France		10/04/12
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness	_____	_____	_____
	Print Name	Signature	Date

This form is to be signed and returned.



# STATE OF ARIZONA

Department of Homeland Security

## 2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

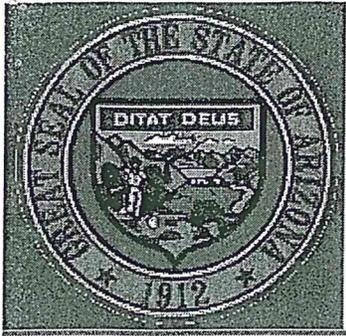
GILA COUNTY SHERIFF'S OFFICE

999303-01

### *Application Summary*

### *Award Funded As Follows:*

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$49,700.00	\$49,700.00	\$49,700.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$49,700.00	\$49,700.00	\$49,700.00



**STATE OF ARIZONA**  
 Department of Homeland Security  
**2012 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL WORKBOOK**

GILA COUNTY SHERIFF'S OFFICE

999303-01

*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

<b>Brief Description and Utilization:</b>	The equipment listed below will provide for the equipping of a ten (10) person Public Safety Dive Team with protective equipment, underwater communication capability, and emergency air sources for diving in a contaminated water environment.
---	--

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
01WA-01-BKUP	System,Water Operations, Emergency Backup Air Suppl	10	\$500.00	\$5,000.00	John Coughlin	10	\$5,000.00
01WA-01-SCBC	Apparatus,Self-Contained Breathing(SCUBA),Contamina	10	\$1,300.00	\$13,000.00	John Coughlin	10	\$13,000.00
01WA-05-SUTD	Suit,Diving,Dry,Protective,Contaminated Water	10	\$3,000.00	\$30,000.00	John Coughlin	10	\$30,000.00
06CP-03-ICOM	Intercom	1	\$1,700.00	\$1,700.00	John Coughlin	1	\$1,700.00

**Totals For GILA COUNTY SHERIFF'S OFFICE Contract Number 999303-01**   
 Requested    \$49,700.00    Approved    \$49,700.00



# State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2012

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

# SUBGRANTEE AGREEMENT

12-AZDOHS-HSGP-999303-01

Enter Grant Agreement Number above (e.g., 999xxx-xx)

Between

**The Arizona Department of Homeland Security  
And**

Gila County Sheriff's Office

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the  
Gila County Sheriff's Office

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2012** and shall terminate on **September 30, 2013**. The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ Critical Incident Responder Safety and Health ”

Enter Title of Application

and funded at \$ 49,700.00 (as may have been modified by the award letter).

Enter Funded Amount above

**IV. MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ 49,700.00 to the subrecipient for services provided under Paragraph III. Enter Funded Amount above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

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

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31<sup>st</sup>.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr1\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr1_07.html).
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/2cfr225\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html). Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at [http://149.168.212.15/mitigation/Library/44\\_CFR-Part\\_13.pdf](http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf). U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

#### **NIMSCAST**

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

#### **Environmental Planning and Historic Preservation**

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

#### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

#### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

#### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

#### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

#### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, [HSEEP@dhs.gov](mailto:HSEEP@dhs.gov), the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.
- d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

- e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
  - (2) Adequate maintenance procedures must be developed to keep the property in good condition.

#### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

### **VIII. DEBARMENT CERTIFICATION**

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

### **IX. FUNDS MANAGEMENT**

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

The subrecipient 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.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at [www.azdohs.gov](http://www.azdohs.gov). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:

**January 15** (period October 1– December 31)

**April 15** (period January 1 – March 31)

**July 15** (period April 1 – June 30)

**October 15** (period July 1 – September 30)

c) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

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

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

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

**XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

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

**XIV. AGREEMENT RENEWAL**

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

**XV. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVI. CANCELLATION FOR CONFLICT OF INTEREST**

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

**XVII. THIRD PARTY ANTITRUST VIOLATIONS**

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

**XVIII. AVAILABILITY OF FUNDS**

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

**XIX. FORCE MAJEURE**

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

**XX. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXI. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIII. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXIV. RESTRICTIONS ON LOBBYING**

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

**XXV. LICENSING**

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

**XXVI. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVII. SECTARIAN REQUESTS**

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

**XXVIII. SEVERABILITY**

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

**XXIX. ADVERTISING AND PROMOTION OF AGREEMENT**

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

**XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXII. INDEMNIFICATION**

To the extent permitted by law, 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.

**XXXIII. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

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

**XXXV. PARAGRAPH HEADINGS**

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

**XXXVI. COUNTERPARTS**

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

**XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

**XXXVIII. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

**XXXIX. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov)

The AZDOHS shall address all notices relative to this Agreement to:

Sheriff John Armer  
\_\_\_\_\_  
Enter Title, First & Last Name above  
Gila County Sheriff's Office  
\_\_\_\_\_  
Enter Agency Name above  
1100 South Street  
\_\_\_\_\_  
Enter Street Address  
Globe, AZ 85501  
\_\_\_\_\_  
Enter City, State, ZIP

**XXXX. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

Gila County Sheriff's Office

Enter Agency Name above

*John R. Armer*

Authorized Signature above

John Armer, Sheriff

Print Name & Title above

10/04/2012

Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Tommie C. Martin, Chairman**  
**Gila County Board of Supervisors**

\_\_\_\_\_  
**Bryan Chambers**  
**Chief Deputy County Attorney**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*



*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-1588**

**Regular Agenda Item 3- C**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Joseph  
Heatherly,  
Finance Director

Submitted By: Dana Sgroi, Contracts Support  
Specialist, Finance Department

Department: Finance Department

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Information

Request/Subject

Request to Advertise for Bids No. 110812 Chips, ABC, Asphalt & Cold Mix for the Copper Region and the Timber Region

Background Information

On August 17, 2009, Gila County entered into various contracts with various vendors, to provide Chips, ABC and Asphalt for road maintenance in the Copper and Timber Regions of Gila County. The existing contract expired on December 16, 2012.

Evaluation

The Consolidated Roads Department requires Chips, ABC, Asphalt and Cold Mix in order to maintain roads and parking lots, pavement preservation and chip sealing for the Copper Region and Timber Region of Gila County. In addition to acquiring competitive pricing for these materials, the advantage to having a contract in place for the purchase of Chips, ABC, Asphalt and Cold Mix is that the unit price will be fixed for the term of the contract, and other political subdivisions, cities and towns of the State of Arizona, in which Gila County has entered into an active purchasing agreement with, can benefit from the same pricing. The term of the contract shall remain in effect for a period of sixteen (16) months, unless terminated or cancelled, with an option to renew for two (2) additional one (1) year periods.

Conclusion

In FY 2013 Public Works is planning repairs and maintenance of roads in both the Copper and Timber Regions. Depending upon weather and other factors, the Roads Department historically will spend from \$600,000.00 to \$900,000.00 in one fiscal year for road materials. Some of the major maintenance projects require more products and some of the work is reimbursable by the Forest Service. To obtain contracts for road materials, by region, has saved the County money by choosing vendors, due to the difference in hauling costs while remaining competitive.

Recommendation

The Finance Director recommends that the Board of Supervisors approve the Advertisement of Invitation for Bids No. 110812 for Chips, ABC, Asphalt and Cold Mix for the Copper Region and the Timber Region, to be published for two (2) consecutive weeks in the Arizona Silverbelt.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region of Gila County, Arizona.

**(Joseph Heatherly)**

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Attachments

Request to Advertise for Bids No. 110812--Chips, ABC, Asphalt and Cold Mix  
Specs for Invitation for Bids No. 110812-Chips, ABC, Asphalt and Cold Mix for Timber  
& Copper Regions



**CHIPS, ABC, ASPHALT, AND COLD MIX  
COPPER REGION AND TIMBER REGION**

**BID NO. 110812**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
**Tommie C. Martin, Chairman**  
**Shirley L. Dawson, Vice Chairman**  
**Michael A. Pastor, Member**

**\*County Manager\***  
**Don E. McDaniel, Jr.**

**\*Public Works Director\***  
**Steve Stratton**

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**GILA COUNTY  
REQUEST FOR PROPOSALS  
BID NO. 110812 CHIPS, ABC, ASPHALT, AND COLD MIX  
COPPER REGION & TIMBER REGION**

Notice is hereby given that Gila County is requesting proposals from qualified Supplier(s) to provide Chips, ABC, Asphalt, and Cold Mix for the Public Works Division Copper Region and Timber Region as specified.

**SUBMITTAL DUE DATE:** 2:00 P.M., Local AZ Time, January 16, 2013

**RETURN PROPOSAL TO:** GILA COUNTY PUBLIC WORKS  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Finance Department at (928) 402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to, Brent Cline, Consolidated Roads Manager, ( 928) 402-8526

Questions regarding the general terms and conditions of this Request for Sealed Proposals and Service Contract should be directed to, Jeannie Sgroi, (928) 402-8612.

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

**Arizona Silver Belt Advertisement Dates: December 26<sup>th</sup>, 2012 and January 02<sup>nd</sup>, 2013**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Don E. McDaniel Jr., County Manager

**SCOPE OF SERVICE/WORK/SPECIFICATIONS**

It is the intent of this Request for Proposals to establish a contract for a supplier(s) to furnish Chips, ABC, Asphalt, and Cold Mix to the Public Works Division at various locations for the Timber and Copper Regions of Gila County.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C").

The County may choose to award this Request for Proposals to one or more supplier(s) depending on what is deemed to be in the best interest of Gila County.

**INSTRUCTIONS TO SUPPLIERS**

**IMPORTANT: EXHIBIT “A”, INSTRUCTIONS TO SUPPLIERS AND EXHIBIT “B”, SUPPLIER AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT “C”, MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS “A” & “B”.**

**EXHIBIT “A” INSTRUCTIONS TO SUPPLIERS**

**Preparation of Sealed Proposals**

- A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.
  
- B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
  
- C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*Instructions to Suppliers continued.....*

- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the RFP shall be listed on the proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

**Addenda**

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in the following manner:

- 1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 34 (the numbers of which shall be filled in on the Proposal Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

**Inquires**

- A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*Instructions to Suppliers continued.....*

- B. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Proposals**

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

**Submittal Proposal Format:**

**It is requested that One (1) Original and Two (2) copies ( 3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.**

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

REQUEST FOR PROPOSALS  
BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION

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*Instructions to Suppliers continued.....*

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION", Contract Number, "110812", Date "January 16, 2013", and Time "2:00 PM/MST" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award Contract/Agreement**

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

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*General Terms and Conditions continued.....*

**Protests**

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

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier 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.

**EXHIBIT "B" SUPPLIER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 35, Suppliers OFFER AND AGREEMENT PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 25-26.

REQUEST FOR PROPOSALS  
BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION

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*Supplier Award Agreement continued.....*

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Supplier in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

**Contract Amendments**

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

*Supplier Award Agreement continued.....*

**Contract Default**

- A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
  
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

Supplier Award Agreement continued.....

### **Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

### **Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*Supplier Award Agreement continued.....*

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.**

**General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.**

**MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS**

**Exhibit “C” Minimum Specifications – Product Specifications**

**Purpose**

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, ABC, Asphalt, and Cold Mix.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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Minimum Specifications Terms and Conditions continued.....

- 1.5.1 One (1) original and two (2) copies with original signatures of all submissions is MANDATORY.
- 1.5.2 Qualification and Certification Forms, (page 25 & 26)
- 1.5.3 Price Sheet, (page 27 and 28)
- 1.5.4 References, (page 29)
- 1.5.5 No Collusion in Bidding, (page 30)
- 1.5.6 Intentions for Subcontracting, (page 31)
- 1.5.7 Anti-Terrorism Warranty, (page 32)
- 1.5.8 Legal Arizona Workers Act Compliance, (page 33)
- 1.5.9 Checklist and Addenda Acknowledgment, (page 34)
- 1.5.10 Offer and Agreement page, MANDATORY (Attachment page 35-36)

**SECTION 2.0**

**Proposal Pricing**

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. 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.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 27 and 28, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

*Minimum Specifications Terms and Conditions continued.....*

## **SECTION 3.0**

### **Price Adjustments**

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:
- 3.1.1 The term “bituminous material” as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
  - 3.1.2 “Initial Cost” of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the “initial cost” of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:
- 3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC’s and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
  - 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
  - 3.2.3 Sample of formula as follows:  
$$(\$ \text{ amount change in ADOT index}) \times (\% \text{ of bituminous material}) + (\text{amount bid})$$

*Minimum Specifications Terms and Conditions continued....*

- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

## **SECTION 4.0**

### **Ordering**

- 4.1 Ordering
- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.
- 4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.
- 4.1.3 **SAMPLES:** Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 **TESTING:** The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.
- 4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

*Minimum Specifications Terms and Conditions continued.....*

4.3 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. Suppliers shall provide certified weight tickets for all picked-up quantities.

4.3.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful Supplier or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions.

## **SECTION 5.0**

### **Product Specifications – Minimum Specifications: Bid No. 110812 Chips, ABC, Asphalt and Cold Mix for Timber Region and Copper Region**

The Supplier shall provide a source of Cover Material as described in the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction as stated in Section 404-2.02.© Aggregate Materials.

The aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be considered to be acceptable when the test values for the specified cover material characteristic are within the specified limits. Test values will be provided by the Supplier upon request.

*Minimum Specifications Terms and Conditions continued.....*

**Asphalt**

M.A.G. Specifications; 710, Table 710-1; Oil Content is 5.1

**ABC**

ADOT Specifications, Class II; MAG Spec

**Chips**

Size 3/8" and 1/2"

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliches, synthetic materials, organic matter or foreign substances.

**Cold Mix**

Mod. 1/2" C.O.P. 5.3% 1% T2 Cold Mix

The grade shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

<b>Minimum Specifications – Chips (Arizona Test Method 201)</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
3.8	100
No. 4	0 - 25
No. 8	0 - 5
No. 200	0 – 2.0

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*Minimum Specifications Terms and Conditions continued.....*

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following Requirements.

- Maximum loss of nine percent (9%) at one-hundred (100) revolutions.
- Maximum loss of forty percent (40%) at five-hundred (500) revolutions.

Percent of carbonates in aggregate shall be a maximum of thirty (30) when tested in accordance with the requirements of Arizona Test Method 238.

Percent of fractured coarse aggregate particles shall be a minimum of seventy (70) when tested in accordance with the requirements of Arizona Test Method 212.

Flakiness Index shall be a maximum of twenty-five (25) when tested in accordance with the requirements of Arizona Test Method 233.

Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

**INSURANCE PROVISIONS**

**INDEMNIFICATION CLAUSE:**

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier 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 Supplier for the County.

**INSURANCE REQUIREMENTS:**

Supplier 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 Supplier, 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

*Insurance Provisions continued.....*

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier**".

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 Supplier, including automobiles owned, leased, hired or borrowed by the Supplier**".

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.

*Insurance Provisions continued.....*

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 Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier 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 Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier 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.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*Insurance Provisions continued....*

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 Jeannie Sgroi, 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:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier 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.

**QUALIFICATION AND CERTIFICATION FORMS**

**Exhibit "D" Suppliers Qualifications and Reference List**

**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

**SECTION 6.0**

**Contract Number 110812 Chips, ABC, Asphalt and Cold Mix for Copper Region and Timber Region**

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

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6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION**

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*Qualification & Certification continued.....*

- 6.5 Supplier must also provide at least the following information:
- a. A brief history of the Suppliers Firm.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Supplier has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.
  - f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** \_\_\_\_\_

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

REQUEST FOR PROPOSALS  
 BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION

**PRICE SHEET – COPPER REGION**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	FOB Plant *Price Per Ton	Delivered 1400 E. Ash St., Globe, AZ *Price Per Ton
<b>1/2" Chips</b> (12.7 mm) ADOT Spec.	\$ _____.	\$ _____.
<b>3/8" Chips</b> (9.5 mm) ADOT Spec.	\$ _____.	\$ _____.
<b>A.B.C.</b> (ADOT Class 2) (MAG Spec)	\$ _____. \$ _____.	\$ _____. \$ _____.
<b>3/8" Asphalt</b> (9.5 mm) MAG Spec.	\$ _____.	\$ _____.
<b>3/4" Asphalt</b> (19.0 mm) MAG Spec.	\$ _____.	\$ _____.
<b>Cold Mix</b> (Mod 1/2")	\$ _____.	\$ _____.

Cost per mile for delivery to other Gila County Locations: \$ \_\_\_\_\_

Minimum \_\_\_\_\_ Ton for pick up FOB plant

Amount \$ \_\_\_\_\_ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

\* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

REQUEST FOR PROPOSALS  
 BID NO.: 110812 CHIPS, ABC, ASPHALT AND COLD MIX FOR COPPER REGION AND TIMBER REGION

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**PRICE SHEET – TIMBER REGION**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	FOB Plant *Price Per Ton	Delivered 608 E. Highway 260, Payson, AZ *Price Per Ton
<b>1/2" Chips</b> (12.7 mm) ADOT Spec.	\$ _____.	\$ _____.
<b>3/8" Chips</b> (9.5 mm) ADOT Spec.	\$ _____.	\$ _____.
<b>A.B.C.</b> (ADOT Class 2) (MAG Spec)	\$ _____.	\$ _____.
	\$ _____.	\$ _____.
<b>3/8" Asphalt</b> (9.5 mm) MAG Spec.	\$ _____.	\$ _____.
<b>3/4" Asphalt</b> (19.0 mm) MAG Spec.	\$ _____.	\$ _____.
<b>Cold Mix</b> (Mod 1/2")	\$ _____.	\$ _____.

**Cost per mile for delivery to other Gila County Locations:** \$ \_\_\_\_\_

Minimum \_\_\_\_\_ Ton for pick up FOB plant

Amount \$ \_\_\_\_\_ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

\* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

**References**

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<b><u>CUSTOMER NAME AND ADDRESS</u></b>	<b><u>TELEPHONE</u></b>	<b><u>PRIMARY CONTACT</u></b>
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\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**



**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of **Request for Proposals No. 110812 Chips, ABC, Asphalt and Cold Mix for Copper Region and Timber Region**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

- YES, it is my intention to subcontract a portion of the work.
  
- NO, it is not my intention to subcontract a portion of the work.

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Supplier's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Supplier shall further ensure that each subcontractor who performs any work for Supplier 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 Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Supplier'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 Supplier 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, Supplier shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**

**SUPPLIERS CHECKLIST**

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be “non-responsive” and rejected.

**CHECKLIST**

<b><u>REQUIRED DOCUMENT</u></b>	<b><u>COMPLETED/EXECUTED</u></b>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
PRICE SHEET	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
SCRUTINIZED OPERATIONS	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
OFFER AND AGREEMENT PAGE	_____

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
 SUPPLIER:

\_\_\_\_\_  
 BY:

Each proposal shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Proposal to Supply: **CHIPS, ABC, ASPHALT AND COLD MIX FOR TIMBER REGION AND COPPER REGION, Gila County Arizona, Bid Proposal No. 110812.** All proposals shall be filed at **Gila County Public Works Division, 1400 E. Ash St., Globe, AZ 85501**, on or before **2:00 PM/MST, Wednesday, January 16, 2013.**

**OFFER AND AGREEMENT PAGE**

**To Gila County**

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

**Contract Number: 110812 Chips, ABC, Asphalt and Cold Mix for Copper Region and Timber Region**

**Supplier Submitting Proposal:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City                      State                      Zip**

**For Clarification of this offer, contact:**

**Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

*Offer Page continued....*

The offer is hereby accepted.

The Supplier \_\_\_\_\_ is now bound to provide the materials or services listed in RFP Number 110812, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.

The Supplier has been cautioned not to commence any billable work or to provide any material or service under this contract until Supplier receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS;**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

**ATTEST;**

\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

**APPROVED AS TO FORM;**

\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

**ARF-1598**

**Regular Agenda Item 3- D**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS  
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: Clerk of the Board of Supervisors

Fiscal Year: 2012-2013      Budgeted?: Yes

Contract Dates 1-1-12 through      Grant?: No

Begin & End: 12-31-13

Matching No      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

2013 Contract Award for Annual Newspaper Advertising - Call for Bids No. 112012

Background Information

ARS 11-255 (A) states, "*The board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.*" Subsection (B) of that statute states, "*Written notice of letting the contract shall be deposited in the post office by the clerk of the board, postage prepaid, addressed to the office of each qualified newspaper within the county, at least ten days prior to the opening of bids, calling for written bids for the advertising, publications and printing required by all county departments during the ensuing year, and stating on what day the bids received will be opened.*"

Evaluation

On November 21, 2012, the bid specifications for this contract were sent by certified mail to the two newspapers; Arizona Silver Belt and Payson Roundup, which are qualified by statute to provide these services. Those newspapers have, for at least one year, been admitted to the United States mail as second-class matter. A public notice of this Call for Bids was also published in the Arizona Silver Belt, the official newspaper of Gila County for 2012, on November 28, 2012.

Conclusion

Bids were opened by Marian Sheppard and Jeannie Sgroi in the Clerk of the Board of Supervisors' office at 10 a.m. on Tuesday, December 11, 2012, of which a summary of the bidders' names and qualifications is attached to this agenda item.

Recommendation

The Chief Deputy Clerk recommends that the Board of Supervisors review all bids submitted pertaining to Call for Bids No. 112012 and award a contract to the lowest and best bidder.

ARS 11-255 (D) states, "*The newspaper which is awarded the contract pursuant to subsection C may be referred to as the official newspaper of the county.*"

### Suggested Motion

Information/Discussion/Action to review all bids submitted for Call for Bids No. 112012 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2013; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Joseph Heatherly)**

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### Attachments

Call for Bids-Bid Call No. 112012

Public Notice for Call for Bids No. 112012

Certified Letters re Call for Bids No. 112012

Bids Submitted for Call for Bids No. 112012

Legal Explanation



**PUBLIC NOTICE**  
**GILA COUNTY CALL FOR BID**  
**BID CALL 112012 NEWSPAPER ADVERTISING**

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**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2013.

**SUBMITTAL DUE DATE:** 9:30 A.M., Arizona Time, Tuesday, December 11, 2012

**RETURN BID TO:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) **must be addressed separately** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 20<sup>th</sup> day of November 2012.

Signed: \_\_\_\_\_  
Jeannie Sgroi, Contracts Support Specialist

**NOTICE OF CALL FOR BIDS FOR AN ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING, PUBLICATIONS AND PRINTING.**

Pursuant to A.R.S. §11-255, the Gila County Board of Supervisors has called for bids and will let an annual contract for all advertising, publications and printing required to be done or made by all departments of County government. All qualified newspapers within the County are invited to submit a bid for the year January 1, 2013, through December 31, 2013.

This Bid Call becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

**Specifications:**

1. For publishing of **all** official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and **all** other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the successful bidder has been admitted for at least one (1) year to the United States mail as second-class matter.
3. Pursuant to A.R.S. §39-202(A), all bids for public printing by a newspaper shall be accompanied by an affidavit of the publisher that the newspaper complies with the provisions of section 39-201.
4. All materials and documents to be published shall be made available to the successful bidder at the office of the department submitting the item for publication. Alternatively, the successful bidder must be able to receive the documents electronically from Gila County via the Internet.
5. Attachment "A" is a sample of a publication item. In order to ensure there will be no changes made to the sample publication item, it will also be e-mailed to you for your use. Submit how this sample would appear in your publication as a legal notice with the following specifications: font=Helvetica; type size=6 pt.; and leading=6. Quote the total price to publish this ad one (1) time in your newspaper using your newspaper's usual legal notice column width. Also, indicate the per column inch rate that this quote reflects.

The Gila County Board of Supervisors will accept the lowest bid based on the **total** cost of the above ad and not the lowest per column inch rate indicated as column widths vary by newspaper.

6. The successful bidder will ensure that each invoice and affidavit of publication will be mailed to the Gila County Finance Department. The successful bidder will also provide a separate invoice with an assigned invoice number for each publication order. Each invoice needs to clearly identify:
  - a. Invoice Number
  - b. Ad Type, i.e. Legal, Display, etc
  - c. Category, i.e. 2 columns x 3"
  - d. Size, i.e. 2 x 6.00
  - e. Total inches, i.e. 12.00
  
7. All publications must be published on the date specified by the requesting department, and no alternative date shall be used unless provided by the requesting party. The successful bidder will be responsible for proofreading, except for camera-ready items.

The contract shall be made with the lowest and best bidder. In determining who is the lowest "responsible bidder" for the county advertising, publications and printing, the Board may consider, in addition to pecuniary ability, bidder's facilities, skill, capacity, experience, and integrity.

Bids will be opened and read publicly at 10:00 AM, on Tuesday, December 11, 2012, at the offices of the Finance Department located at the Guerrero Building, 1400 E. Ash Street, Globe, Arizona. Bidders are invited to be present at the bid opening. The Board reserves the right to accept or reject part or all of any bid, or to waive any informality in any bid.

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 112012 Newspaper Advertising**

**Bidder Submitting Proposal:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

***The Offer is hereby Accepted:***

The Bidder \_\_\_\_\_ is now bound to provide the services listed in Bid Call No.: 112012 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 112012. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
Tommie C. Martin, Chairman of the Board

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**ATTACHMENT "A"**

**Sample Publication Item:**

**INVITATION FOR BIDS  
BID CALL NO. 112012**

Sealed bids will be received by **Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501**, until **THURSDAY, SEPTEMBER 25, 2008, 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1**, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**RUSSELL ROAD/HOSPITAL DRIVE EXTENSION , GILA COUNTY, ARIZONA BID CALL NO. 070108-1**". All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

Signed: \_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_  
Don E. McDaniel, County Manager

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**PUBLIC NOTICE**  
**GILA COUNTY CALL FOR BID**  
**BID CALL 112012 NEWSPAPER ADVERTISING**

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**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2013.

**SUBMITTAL DUE DATE:** 9:30 A.M., Arizona Time, Tuesday, December 11, 2012

**RETURN BID TO:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) **must be addressed separately** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 20<sup>th</sup> day of November 2012.

Signed: Jeannie Sgroi  
Jeannie Sgroi, Contracts Support Specialist

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](http://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

November 21, 2012

Mr. Marc Marin, Publisher  
Arizona Silver Belt  
P.O. Box 31  
Globe, Arizona 85502

Dear Mr. Marin:

Enclosed please find Gila County's Call for Bid number 112012, an annual contract for all advertising, publications and printing required to be done or made by all County departments for the period January 1, 2013, through December 31, 2013. All bids are to be submitted to Gila County Finance Department, Attention: Jeannie Sgroi, by no later than 9:30 a.m./M.S.T. on Tuesday, December 11, 2012.

For compliance purposes, please address bid specification item numbers separately in your bid. Should you have questions, Jeannie Sgroi can be reached at (928) 402-8612.

Sincerely,

Handwritten signature of Jeannie Sgroi in blue ink.

Jeannie Sgroi  
Contracts Support Specialist

/js

Enclosure

M. Sheppard, Chief Deputy Clerk  
M. Brewer, Deputy Clerk

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <i>Erica Bradley</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Erica Bradley</i> C. Date of Delivery <i>11-21-12</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
1. Article Addressed to:  <i>ARIZONA SILVER BELT ATTN: MARC MARIN P.O. Box 31 GLOBE, AZ 85502</i>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandis <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

7012 1640 0001 1856 4862

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](http://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

November 21, 2012

Mr. John Naughton  
Payson Roundup  
P.O. Box 2520  
Payson, Arizona 85547

Dear Mr. Naughton:

Enclosed please find Gila County's Call for Bid number 112012, an annual contract for all advertising, publications and printing required to be done or made by all County departments for the period January 1, 2013, through December 31, 2013. All bids are to be submitted to Gila County Finance Department, Attention: Jeannie Sgroi, by no later than 9:30 a.m./M.S.T. on Tuesday, December 11, 2012.

For compliance purposes, please address bid specification item numbers separately in your bid. Should you have questions, Jeannie Sgroi can be reached at (928) 402-8612.

Sincerely,

Jeannie Sgroi  
Contracts Support Specialist

/js

Enclosure

M. Sheppard, Chief Deputy Clerk  
M. Brewer, Deputy Clerk

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  PAYSON ROUNDUP JOHN NAUGHTON P.O. Box 2520 PAYSON, AZ 85547		B. Received by (Printed Name)  C. Date of Delivery 11-26-12	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Article Number		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

12-11-12  
Present - 10:00am  
Rorian Sheppard  
Jeannie Sgroi

**CHECKLIST FOR ANNUAL NEWSPAPER CONTRACT  
SEALED BIDS FOR 2013 CONTRACT YEAR  
BID OPENING ON TUESDAY, DECEMBER 11, 2012, AT 10:00 A.M.  
CLERK OF THE BOARD'S OFFICE - GLOBE COURTHOUSE**

Present: ~~Marilyn Brewer~~ and Jeannie Sgroi  
Rorian Sheppard

NAME OF NEWSPAPER	ITEM 1 Agrees to publish <u>all</u> official or legal notices, publications, classified advertisements & all other matters	ITEM 2 Per ARS 11-255(C), <u>admitted for at least 1 year to the U.S. mail as second-class matter</u>	ITEM 3 Per ARS 39-202(A), agrees to <u>provide an affidavit</u> of the publisher that the newspaper complies with provisions of ARS 39-201	ITEM 4 Must be able to <u>electronically receive</u> County documents to be published via the Internet	ITEM 5 Provide the <u>Per column Inch rate</u> to publish sample minutes and the <u>total cost</u>	ITEM 6 Ensure that <u>Invoices are mailed to dept.</u> that <del>submitted the publication order</del> Finance Dept.	ITEM 7 Agrees to <u>publish on the date specified</u> by the submitting dept.
ARIZONA SILVER BELT	✓	✓	✓	✓	<p>\$3.20 per column inch                      Sample item = \$28.80                      plus 2% sales tax                      = \$29.38</p>	<p>Jeannie will verify that all invoices must now be submitted to the Finance Dept. - The rest is correct</p>	✓
PAYSON ROUNDUP							



# ARIZONA SILVER BELT

298 N. PINE ST.

GLOBE, AZ 85501

PHONE: 928.425.7121 FAX: 928-425-7121

November 27, 2012

Jeannie Sgroi, Contracts Support Specialist

1400 E. Ash St.

Globe, AZ 85501

112012

RE: Newspaper Advertising - Bid #110212

The Arizona Silver Belt is pleased to offer the following bid for printing of legal advertisements for the calendar year 2013.

1. The bid applies to the publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the Arizona Silver Belt has a second class mailing permit with the United States Post Office, and has had this permit continuously for many years. Our publication number is 0030-880.
3. Pursuant to A.R.S. §39-202(A), an affidavit showing that the Arizona Silver Belt complies with the provisions of section 39-201 accompanies this document.
4. The Arizona Silver Belt can receive materials and documents electronically from Gila County via the Internet at the following e-mail address: [production@silverbelt.com](mailto:production@silverbelt.com). Items may also be faxed or mailed. All correspondence must be in by 3 p.m. the Friday prior to our Wednesday publication date.
5. The sample publication item is attached and the price, for one publication, with our bid of \$3.20 per column inch, would be \$28.80 as indicated in the margin of the sample. (Two percent sales tax must be added, bringing the total to \$29.38).
6. Invoices will be mailed to the specific Gila County department that submitted the item for publication. Separate invoices with an assigned invoice number for each publication order will also be provided. The following information will be included on each invoice: Invoice Number, Ad Type (i.e. Legal, Display, etc.), Category, Size (i.e. 2 x 6.00) and Total Cost.
7. All publications will be published on the date specified by the requesting department, and no alternative date shall be used unless approved by the requesting party. The Arizona Silver Belt will be responsible for proofreading, except for camera-ready items.

The Arizona Silver Belt has been publishing in Arizona since 1878. Our offices and printing facilities are located at 298 N. Pine St., Globe, AZ 85501. The Arizona Silver Belt is published by Cobre Valley Publishing, Inc. and is under the umbrella of News Media Corporation, located in Rochelle, Illinois. The Arizona Silver Belt is published on Wednesdays and is distributed through mail, vendors and carriers. It is available at 29 locations.

Jeannie will verify to send to Finance Dept

The Arizona Silver Belt is pleased to submit a bid of \$3.20 per column inch per insertion for all legal advertising display and classified advertising, as well as other advertising deemed necessary for the county. Two percent sales tax will be added to the total. Legal advertisements will be in 6 point Helvetica type.

Thank you for your consideration of the Arizona Silver Belt.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc Marin', with a long horizontal flourish extending to the right.

Marc Marin,  
Publisher



**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 112012 Newspaper Advertising**

**Bidder Submitting Proposal:**

**For clarification of this offer, contact:**

Arizona Silver Belt  
Company Name  
298 N. Pine St.  
Address  
Globe AZ 85501  
City State Zip

Name: Marc Marin  
Phone No.: 908-425-7121  
Fax 908-425-7001  
Email: publisher@silverbelt.com

Marc Marin  
Signature of Authorized Person to Sign  
Marc Marin  
Printed Name  
Publisher  
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.





## *GILA COUNTY ATTORNEY*

*Daisy Flores*

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

To whom it may concern:

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

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

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

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

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

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

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

**ARF-1583**

**Regular Agenda Item 3- E**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Steve Stratton, Submitted By: Shannon Boyer, Executive  
Public Works Administrative Asst., Public Works  
Division Director Division

Department: Public Works Division

Fiscal Year: 2013 + Budgeted?: No

Contract Dates 12/18/12 to Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend

Background Information

Public Works employees are required and have been called out, at times, to assist in storm/fire/flood events and have not been compensated for this hazardous part of their job.

Evaluation

The Public Works Division wants to recognize the demands and hazardous conditions by providing stipend pay of \$9 per hour or time and half at his/her hourly rate, whichever is greater.

Conclusion

Along with providing a method to record the storm/fire/flood events, the Public Works Division wants to recognize the demands and hazardous conditions of storm/fire/flood events, reduce employee turnover, and entice employees to respond to storm/fire/flood events by providing stipend pay for employees.

Recommendation

The Gila County Public Works Division recommends approval of Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend.

Suggested Motion

Information/Discussion/Action to approve Public Works Division Policy No. DPW 12-01 - Storm/Fire/Flood Event Stipend. **(Steve Stratton)**

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Attachments

PWD Policy # DPW 12-01 Storm/Fire/Flood Event Stipend



**GILA COUNTY  
DIVISION OF PUBLIC WORKS**

**DIVISION POLICY or PROCEDURE**

<p><b>Title:</b> Storm/Fire/Flood Event Stipend</p>	<p><b>Effective Date:</b> 12/18/12</p>	<p><b>Department:</b> Division-wide</p>
<p><b>Purpose:</b> The purpose is to ensure the ability to attract and retain fully qualified individuals willing to conduct critical storm/fire/flood event operations and providing a method of recording time on the event.</p>	<p><b>Authorized Signature:</b>                     _____                  Steve Stratton,                  Director of Public Works                   _____                  Bryan Chambers                  Chief Deputy County Attorney</p>	

**Policy Statement:**

It is the policy of the Gila County Public Works Division to recognize the demands and hazardous conditions of storm/fire/flood events, to reduce employee turnover, and to entice employees to respond to storm/fire/flood events by providing stipend pay for employees who are called out for such events.

**1. Background:**

The Storm/Fire/Flood Event Stipend is for call out purposes. It is intended to be used for employees who have been called to work outside of their regular work duties or schedule and is only applicable when an employee is called out after normally scheduled hours. This policy will ensure that the employees will

continue to receive a competitive rate of pay for performing storm/fire/flood event activities. The policy includes an explanation of how to record overtime and stipend pay associated with eligible storm/fire/flood event activities.

## **2. Responsibilities:**

It is Gila County Public Works Division's policy to pay \$9.00 per hour Storm/Fire/Flood Event Stipend in addition to regular wages or overtime wages for performing storm/fire/flood event activities. This rate is effective for full time, part time, and temporary Gila County Public Works Division employees including those on probation and will be reviewed as needed in order to remain competitive with local employers. Exempt employees are excluded from this policy.

The Engineering Manager, Solid Waste Operations Manager, Facilities/Fairgrounds Manager, Roads/Shops Manager and/or the Regional Roads Manager will make the determination if the storm/fire/flood event is eligible for stipend pay.

Gila County Public Works Division will uphold safety as the foremost consideration regarding scheduling. It is in the best interest of Gila County Public Works Division to reduce the cost of overtime and keep our employees safe. There are no "sleep" or "break" requirements between shifts. For example, equipment operators and/or mechanics may be called out to drive/work a shift immediately following their normal workday. However, it is the employees' responsibility to keep the supervisors and managers aware of their exhaustion level as it applies to their ability or inability to perform their responsibilities safely *before* being assigned to work a shift. The supervisors and managers need to take into consideration the hours/days worked and schedule the appropriate time off as required.

## **3. Procedures:**

### **RECORDING TIME FOR STORM/FIRE/FLOOD EVENT ACTIVITIES**

1. All Storm/Fire/Flood Event Stipend hours must be recorded on the employee's daily time card according to the instructions in this policy.
2. If an employee is called out after scheduled work hours and the event has been declared as a storm/fire/flood event, the employee is paid for that time at his/her normal or overtime wages plus the \$9.00 per hour stipend.
3. Storm/Fire/Flood Event Stipends will not be converted to comp time.
4. Travel time (one-way) to arrive on-scene to perform storm/fire/flood event activities is included in Storm/Fire/Flood Event hours.

5. Intentional misuse of the storm/fire/flood event pay code for regular work hours will be considered fraud and is cause for disciplinary action, up to and including dismissal.
6. Exempt employees are excluded from this policy.

**Attachments:**

- A. Time Card Completion Procedures

**ATTACHMENT A****Time Card Completion Procedures**

1. Hours must be recorded on the time card as they are actually worked. The signature of the manager of the responding department is required on all daily timesheets when Storm/Fire/Flood Event Stipend hours have been recorded.
  - a. Record the hours physically worked in the week on the time card.
  - b. If performing storm/fire/flood event activities during the week, record the storm/fire/flood event hours on a separate line from Public Works Time Card Coding using activity code 5000. This will result in the employee receiving their regular or overtime pay and \$9.00 per hour for the storm/fire/flood event hours.
2. Use whole or partial hours (to the quarter of an hour) to record time on the time card.
3. Stipend pay shall be paid.
4. When employee is working his/her normal schedule, stipend pay is not earned. Stipend pay is earned only on a call out basis.

**ARF-1573**

**Consent Agenda Item 4- A**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Peter Cahill, Superior Court Judge  
Submitted By: Coleen Stevens, Administrative Assistant, Superior Court

Department: Superior Court Division: Superior Court Administration

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Information

Request/Subject

2013 Appointment of Judith A. Joseph as Superior Court Judge Pro Tempore.

Background Information

This post was initially held by Judge Peter J. DeNinno. Unfortunately, Judge DeNinno has had to step down from this duty due to personal matters.

Presiding Judge, Hon. Peter Cahill, has requested the Supreme Court to appoint Judith A. Joseph as Superior Court Judge Pro Tempore, to fill the post vacated by Judge DeNinno. This will enable the Court to more expeditiously process cases as required by statute and rules of court.

The appointment will run from January 1, 2013, through June 30, 2013. Compensation of \$55.77 per hour is 80% of a Superior Court Judge's pay. Funds are already budgeted in Department 333 of the County's General Fund. The Court will occasionally use Judge Joseph's services to cover law and motion day hearings primarily in Payson when a full-time judge is absent. This position would also help should one of the three full-time judges have an emergency that makes him unavailable for a period of time.

Evaluation

Peter J. DeNinno was serving on a very limited, as-needed basis, and funding is already included in the County General Fund budget for the current fiscal year. His services were necessary on occasion for the court to process cases in a timely manner.

With Judge DeNinno's departure for personal reasons, Judith A. Joseph will assume those same duties and provide coverage when a full-time judge is unavailable, or indeed, emergency coverage is needed.

Conclusion

The Court needs the Board of Supervisors' approval for the appointment of Judith A. Joseph as Judge Pro Tempore for the Superior Court in Gila County for the period of January 1, 2013, until June 30, 2013, in order for the court to process cases in a timely manner.

Recommendation

We recommend that the Board of Supervisors approve Presiding Judge Peter J. Cahill's appointment of Judith A. Joseph as Judge Pro Tempore (on an as-needed basis), for the Superior Court in Gila County for the period of January 1, 2013, to June 30, 2013.

Suggested Motion

Approval of the appointment of Judith A. Joseph as Judge Pro Tempore for the Superior Court in Gila County for the period of January 1, 2013, through June 30, 2013.

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Attachments

Memo-Approval-Joseph

PETER J. CAHILL  
Presiding Judge, Div. I



## SUPERIOR COURT – GILA COUNTY

1400 E. Ash St.  
GLOBE, ARIZONA 85501  
(928) 402- 8686

### MEMO

**DATE:** November 19, 2012

**TO:** Hon. Gila County Board of Supervisors

**FROM:** Peter J. Cahill, Presiding Judge

**RE:** Appointment of Judith A. Joseph as Judge Pro Tempore

I am requesting Chief Justice Rebecca White Berch to appoint Judith A Joseph as a judge *pro tempore* for the Superior Court, Gila County, for January 1, 2013, through June 30, 2013. This letter seeks your approval of the appointment.

If approved, Ms. Joseph will replace *pro tem* Judge Peter J. DeNinno, who was forced to step down from this position due to personal matters. Ms. Joseph's appointment will greatly satisfy the need created by Judge DeNinno's departure for a part-time judge *pro tempore* to handle criminal, juvenile delinquency, and mental health cases.

Ms. Joseph would serve on an occasional, as-needed basis when a full-time judge is not available. Her compensation is included in the general fund budget for the current fiscal year under the general fund for superior court general (1005.333). Her pay at \$55.77/hour is 80% of a superior court judge's salary.

Enclosed is a proposed approval form for the Board to consider. I would appreciate your considering and approving this appointment. Please call me if you have any questions.

APPROVAL OF APPOINTMENT OF JUDGE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **JUDITH A. JOSEPH** as a part-time Judge Pro Tempore in Superior Court in Gila County for the period of January 1, 2013, to June 30, 2013, pursuant to A.R.S. §§ 12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases. Judith Joseph's primary duty station is Payson, Arizona, to serve on an "as needed" basis.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie Martin, Chairperson

**ARF-1577**

**Consent Agenda Item 4- B**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

**Submitted For:** Peter Cahill, Superior Court Judge  
**Submitted By:** Coleen Stevens, Administrative Assistant, Superior Court

**Department:** Superior Court **Division:** Superior Court Administration

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Information

Request/Subject

2013 Reappointment of Justices of the Peace Pro Tempore for Payson and/or Globe Regional Justice Courts in Gila County.

Background Information

The Presiding Judge of the Superior Court in Gila County has reappointed the following individuals as Justices of the Peace Pro Tempore for Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales.

Reappointed John Perlman for Payson Regional Justice Court.

Reappointed J. Dee Flake and Patricia Arnold for Globe Regional Justice Court.

These Justices of the Peace Pro Tempore for Payson and/or Globe (as indicated above) Regional Justice Courts in Gila County will serve for the term of one (1) year (January 1, 2013 through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purposes of enhancing the Court's ability to process cases.

Evaluation

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, pursuant to A.R.S. 22-121, Judge Peter Cahill reappointed the following individuals as Justices of the Peace Pro Tempore for Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales; reappointed John Perlman for Payson Regional Justice Court; reappointed Patricia Arnold and J. Dee Flake, for Globe Regional Justice Court; to serve from time to time as requested and subject to the availability of funds of the Justice Courts. The term of these appointments is for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Conclusion

The Presiding Judge of the Superior Court in Gila County has reappointed the individuals listed above pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases and is requesting Board of Supervisors approval of these appointments.

### Recommendation

Presiding Judge Peter J. Cahill recommends the Gila County Board of Supervisors approve the following reappointments for Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales; reappointment of John Perlman for Payson Regional Justice Court; reappointment of Patricia Arnold and J. Dee Flake, for Globe Regional Justice Court, in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purpose of enhancing the court's ability to process cases.

### Suggested Motion

Approval of the reappointments of the following as Justices of the Peace Pro Tempore for both the Payson and Globe Regional Justice Courts: Charles Adornetto, Rebecca Baeza, Don Calendar, William Flower, John Huffman, Paul Julien, Paul Larkin, and Gary Scales; the reappointment of John Perlman as Justice of the Peace Pro Tempore for the Payson Regional Justice Court; and the reappointments of Patricia Arnold and J. Dee Flake, as Justices of the Peace Pro Tempore for the Globe Regional Justice Court, all for the term of one (1) year (January 1, 2013, through December 31, 2013).

---

### Attachments

BOS MEMO

2013 JP PRO TEM - ADMIN ORDERS

2013 BOS APPROVAL FORM - JP PRO TEMS

# Superior Court Of Gila County

**PETER J. CAHILL**  
Presiding Judge  
Extension 8686

**ROBERT DUBER, II**  
Judge, Division II  
Extension 8690

**MARY HAWKINS**  
Court Administrator  
Extension 8671

**GILA COUNTY COURTHOUSE**  
1400 EAST ASH  
GLOBE, ARIZONA 85501  
(928) 425-3231

## MEMORANDUM

**DATE:** November 20, 2012

**TO:** Gila County Board of Supervisors

**FROM:** Peter J. Cahill, Presiding Judge

**RE:** 2013 Reappointment of Justices of the Peace Pro Tempore for Payson and/or Globe Regional Justice Courts

---

I have appointed the following individuals listed below, as Justices of the Peace Pro Tempore, for Payson and/or Globe Regional Justice Courts (copies of the Administrative Orders are enclosed).

- Charles Adornetto Globe/Payson
- Patricia Arnold Globe
- Rebecca Baeza Globe/Payson
- Don Calendar Globe/Payson
- Dee Flake Globe
- William Flower Globe/Payson
- John Huffman Globe/Payson
- Paul Julien Globe/Payson
- Paul Larkin Globe/Payson
- John Perlman Payson
- Gary Scales Globe/Payson

The reappointments are for a period of one (1) year (January 1, 2013, through December 31, 2013), and I am requesting that the Board approve these appointments pursuant to A.R.S. §22-121. Compensation is subject to availability of funds in the Justice Court budgets. I have enclosed a proposed approval form for each of the above named persons for the Board to consider.

/cs  
Enclosures

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

AT \_\_\_\_\_

IN AND FOR THE COUNTY OF GILA

2012 NOV 21 PM 4:00

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

BY \_\_\_\_\_ DEPUTY

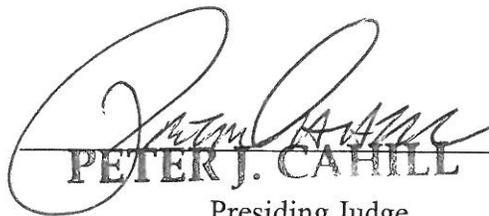
ADMINISTRATIVE ORDER

No. 2012 PJC - 00005

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing **Rebecca Baeza** as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
PETER J. CAHILL  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Rebecca Baeza**  
Globe Regional Justice Court  
Gila County Courthouse
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

FILED

2012 NOV 21 PM 4:00

ANITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE COURT )  
\_\_\_\_\_ )

ADMINISTRATIVE ORDER

No. 2012 PJC - 00006

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **Patricia Arnold** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013 through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Patricia Arnold**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

FILED

2012 NOV 21 PM 4:01

ANITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

ADMINISTRATIVE ORDER

No. 2012 PJC - 00007

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **Don Calendar** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**Court Administrator**  
Gila County Courthouse
- Don Calendar**  
669 W. Carter Dr.,  
Tempe, Arizona
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA

FILED

2012 NOV 21 PM 4:01

ANITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

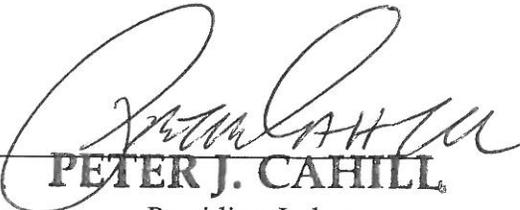
ADMINISTRATIVE ORDER

No. 2012PJC - 00008

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. 22-121, appointing **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse  
**Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541  
**Jacque Durbin**  
LJ Court Administrator  
Gila County Courthouse  
**Paul Julien**  
195 E. Yvon Dr.  
Tucson AZ 85704  
**Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA

FILED

2012 NOV 21 PM 4:01

ANITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

ADMINISTRATIVE ORDER

No. 2012PJC - 00009

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **John Huffman** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- John Huffman**  
HC4, Box 40  
Payson, Arizona 85541
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

AT \_\_\_\_\_

2012 NOV 21 PM 4:01

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT )  
\_\_\_\_\_ )

BY \_\_\_\_\_ DEPUTY

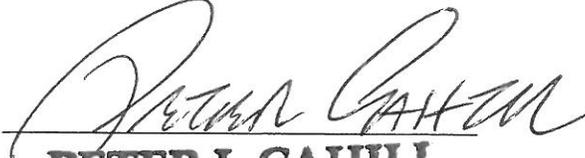
ADMINISTRATIVE ORDER

No. 2012PJC - 00010

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **Honorable J. Dee Flake** Justice of the Peace Pro Tempore of the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 \_\_\_\_\_ 2013.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Hon. J. Dee Flake**  
P.O. Box 2797  
Globe, Arizona 85502
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA \_\_\_\_\_

IN AND FOR THE COUNTY OF GILA

2012 NOV 21 PM 4: 01

ARITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

ADMINISTRATIVE ORDER

No. 2012 PJC - 00011

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, reappointing the **Honorable Gary V. Scales** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
\_\_\_\_\_  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Honorable Gary V. Scales**  
Gila County Courthouse
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

FILED

IN AND FOR THE COUNTY OF GILA

2012 NOV 21 PM 4:01  
ARITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

BY \_\_\_\_\_ DEPUTY

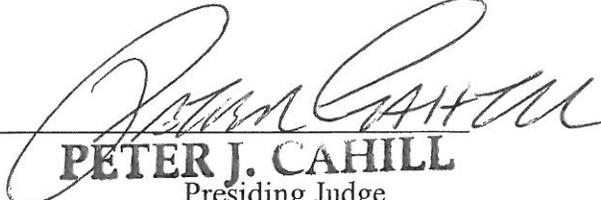
ADMINISTRATIVE ORDER

No. 2012PJC - 00012

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **Paul Larkin** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested, subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
LJ Court Administrator  
Gila County Courthouse
- Paul Larkin**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA 2012 NOV 21 PM 4:01

ARITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT )  
\_\_\_\_\_ )

BY \_\_\_\_\_ DEPUTY

ADMINISTRATIVE ORDER

No. 2012 PJC - 00013

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **John Perlman** Justice of the Peace Pro Tempore of the Payson Regional Justice Court to serve from time to time as requested, subject to availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- John Perlman**  
104 South Broad Street, Suite 4  
Globe, Arizona 85501
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

AT \_\_\_\_\_ M

2012 NOV 21 PM 4:01

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

BY \_\_\_\_\_ DEPUTY

ADMINISTRATIVE ORDER

No. 2012 PJC - 00014

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **William Flower** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested, subject to availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
LJ Court Administrator  
Gila County Courthouse
- William Flower**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

2012 NOV 21 PM 4:01

ANITA ESCOBEDO, CLERK

BY \_\_\_\_\_ DEPUTY

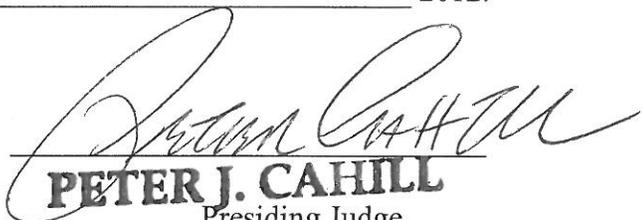
IN THE MATTER OF THE )  
REAPPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

ADMINISTRATIVE ORDER  
No. 2012PJC - 00015

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **Charles Adornetto** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested, subject to availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge.

Dated November 21 2012.

  
**PETER J. CAHILL**  
Presiding Judge

- cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Charles Adornetto**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Rebecca Baeza** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Charles Adornetto** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Don Calendar** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **J. Dee Flake** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **William Flower** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **John Huffman** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Larkin** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Gary Scales** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Patricia Arnold** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairman

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **John Perlman** as a Justice of the Peace Pro Tempore of the Payson Regional Justice court in Gila County for the term of one (1) year (January 1, 2013, through December 31, 2013), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated \_\_\_\_\_ 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_

Tommie C. Martin, Chairman

**ARF-1527**

**Consent Agenda Item 4- C**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Linda Eastlick, Submitted By: Dana Sgroi, Contracts Support  
Elections Director Specialist, Finance Department

Department: Elections Department

Fiscal Year: 2013-2014 and Budgeted?: Yes  
2014-2015

Contract Dates 01/01/2013 to Grant?: No

Begin & End: 01/01/2015

Matching No Fund?: Renewal  
Requirement?:

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Information

Request/Subject

Amendment No. 1 to Professional Consulting Services Contract No. 1005.103/1-2011 with Elections Operations Services

Background Information

For many years, Gila County has used Elections Operations Services (EOS) to provide certain elections services. The services provided include: consulting and technical assistance for each election; ballot layout, translation, preparation and printing according to Arizona Revised Statutes; elections database programming; creation, printing and mailing of sample ballots.

Evaluation

EOS principals have over forty combined years of elections expertise. They are intimately familiar with Arizona election law and provide election services for thirteen of the fifteen counties in Arizona.

Conclusion

Services by EOS are required in order to conduct elections in Gila County and EOS is considered a sole source vendor.

Recommendation

The Elections Department recommends approval of the Amendment to extend the EOS Professional Consulting Services Contract No. 1005.103/1-2011 for one additional two-year period, per page 6, Article IX - Term of the contract and to reduce the amount of the contract from a not to exceed without written authorization budget from \$225,000 to a not to exceed without written authorization budget of \$200,000.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 1005.103/1-2011 between Gila County and Elections Operations Services in an amount not to exceed \$200,000 to extend the Contract for consulting services for one additional two-year period beginning January 1, 2013, through January 1, 2015.

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Attachments

Professional Consulting Services Contract No. 1005.103 1-2011 with Elections Operations Services (EOS) Amendment No. 1

Professional Consulting Services Contract No. 1005.103 1-2011 Elections Operations Services

Legal Explanation

**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](http://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

**PROFESSIONAL SERVICES CONTRACT NO. 1005.103/1-2011  
BETWEEN  
GILA COUNTY AND ELECTIONS OPERATIONS SERVICES**

**AMENDMENT NO. 1**

Effective April 05, 2011, Gila County and Elections Operations Services, entered into a contract whereby Elections Operations Services would provide consulting and technical expertise to provide election database programming, sample ballots, brochures, and ballot layout and printing in accordance with Arizona law.

The contract expires January 01, 2013. Per page 6, Article IX - Term, of the contract, the parties may agree to renew the contract for one (1) additional two (2) year period. The parties hereby agree to exercise this option and agree to extend the contract term for two (2) years from January 01, 2013, to January 01, 2015.

Contractor will continue to bill for services pursuant to Attachment A payment schedule of the original contract, but in no event shall charges for the January 01, 2013 to January 01, 2015 extension exceed \$200,000.00 without prior written agreement of the parties.

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

**IN WITNESS WHEREOF**, three (3) identical counterparts of this 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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Tommie C. Martin, Chairman,  
Gila County Board of Supervisors

**ATTEST:**

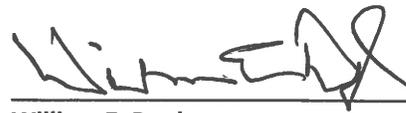
\_\_\_\_\_  
Marian Sheppard  
Chief Deputy Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers  
Chief Deputy County Attorney  
For Daisy Flores, County Attorney

**CONSULTANT:**

**ELECTIONS OPERATIONS SERVICES**

  
\_\_\_\_\_  
William E. Doyle

WILLIAM E DOYLE  
\_\_\_\_\_  
Print Name

**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



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**Don E. McDaniel Jr., County Manager**  
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**Joseph T. Heatherly, Finance Director**  
Phone (928) 425-3231 Ext. 8743

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

## **PROFESSIONAL CONSULTING SERVICES**

**CONTRACT NO. 1005.103/1-2011**

## **ELECTIONS OPERATIONS SERVICES**

**THIS AGREEMENT**, made and entered into this 5th day of April, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Elections Operations Services of the City of Glendale, County of Maricopa, State of Arizona, hereinafter designated the **Consultant**.

**WITNESSETH:** That the Consultant, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** Work to be accomplished by Consultant will include consulting and technical expertise to provide election database programming, sample ballots, brochures, and ballot layout and printing in accordance with Arizona law. More specifically, election services for each election shall include:

- Database programming
- Ballot layout and programming
- Galley Proofs
- Ballot Spanish Translation.
- Rotation of Candidates
- Official paper ballot styles, consecutively numbered, perforated, drilled, and padded as required
- Official Ballot order preparation
- Preliminary ballot order proofing
- Printing Order Preparation

- Delivery of test ballots to Secretary of State
- Instructions to printer regarding printing, cutting, folding, and packaging of sample ballots, early ballots information report and/ or publicity pamphlet mailers
- Delivery of Early Voter Ballots to County
- Labeling of Sample Ballots
- Delivery of Sample Ballots to mailing company
- Conversion of Voter Registration files into appropriate mailing company formats

See Attachment A for payment schedule.

**ARTICLE II – 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 III - INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that 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 IV - INSURANCE REQUIREMENTS:** Consultant shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, or employees and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have

been provided under the subcontract or retain a replacement subcontractor, (subject to Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

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

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

**ARTICLE VIII – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Consultant 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 Consultant:

- a. 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
- b. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- c. Discontinues the prosecution of the work; or
- d. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- e. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- f. Makes assignment for the benefit or creditors.
- g. If it is found gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County

**ARTICLE IX – TERM:** Contract period shall run for the 2011 two (2) year election cycle beginning January, 2011. This period may be renewed by mutual agreement of the parties for one (1) additional two (2) year cycle.

**ARTICLE X – PAYMENT:** The Scope of Services as outlined above will be performed with a not-to-exceed without written authorization budget of \$ 225,000.00 . Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and the Consultant.

Gila County employs a "Net 30" payment term meaning the payment will be issued thirty (30) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions and they apply to all invoices received by the County.

**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 Consultant, the County agrees to pay over the course of the two-year term, an amount of not more than \$ 225,000.00 including all applicable taxes through a payment schedule as described in Attachment A and as may be modified and executed by change orders.

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.

In return for the performance of the Contract by the Consultant, the County agrees to pay the amount of not more than \$ 225,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

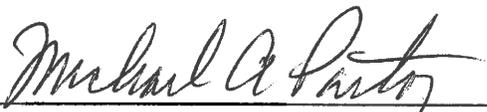
PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 1005.103/1-2011  
ELECTIONS OPERATIONS SERVICES

GILA COUNTY:

CONSULTANT:

GILA COUNTY BOARD OF SUPERVISORS

ELECTIONS OPERATIONS SERVICES

  
\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

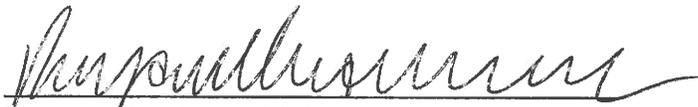
  
\_\_\_\_\_  
Consultant Signature

WILLIAM E. DOYLE  
Print Name

ATTEST:

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

**ATTACHMENT A  
PAYMENT SCHEDULE**

**Presidential Election**

\$250 per precinct for two party election - Democrat and Republican

\$ 25 per precinct for each additional party

Printing of Sample Ballots

Direct cost from printer

Printing of Official Ballots

Direct cost from printer

Mailing of Sample Ballots

Direct cost of postage

Other shipping and postage costs

Direct cost of shipping or postage

**Primary Election**

\$450 per precinct for two party election - Democrat and Republican

\$25 per precinct for each additional party

Printing of Sample Ballots

Direct cost from printer

Printing of Official Ballots

Direct cost from printer

Mailing of Sample Ballots

Direct cost of postage

Other shipping and postage costs

Direct cost of shipping or postage

**General Election**

\$500 per precinct

Printing of Sample Ballots

Direct cost from printer

Printing of Official Ballots

Direct cost from printer

Mailing of Sample Ballots

Direct cost of postage

Other shipping and postage costs

Direct cost of shipping or postage

**Individual Jurisdiction Elections**

Service fees will vary depending on: the number of elections, the type of elections, the size of the election, the number of electors, the number and type of jurisdictional subdivisions, whether pamphlets must be created and translated, the size of the pamphlets to be created, the total number of pamphlets to be produced, the total number of ballots to be produced, whether the election is an all mail election or not:

For jurisdiction elections with up to 2,500 registered voters, an 11" ballot, and 16 page 8.5 X 11 inch pamphlet, including the consulting, programming, ballot layout, pamphlet layout, conversion of VRAZ files for mailing company, translations, preliminary proofing pricing is not to exceed \$5,900.

For jurisdiction elections with between 2,500 and 7,500 registered voters, an 11" ballot, and 16 page 8.5 X 11 inch pamphlet, including the consulting, programming, ballot layout, pamphlet layout, conversion of VRAZ files for mailing company, translations, preliminary proofing pricing is not to exceed \$8,400.

For jurisdiction elections with between 7,500 and 15,000 registered voters, an 11" ballot, and 16 page 8.5 X 11 inch pamphlet, including the consulting, programming, ballot layout, pamphlet layout, conversion of VRAZ files for mailing company, translations, preliminary proofing pricing is not to exceed \$13,800.

Printing, mailing and shipping and postage costs for all jurisdiction elections will be billed as follows:

Printing of Publicity Pamphlets

Direct cost from printer

Printing of Official Ballots

Direct cost from printer

Mailing of Publicity Pamphlets

Direct cost of postage

Other shipping and postage costs

Direct cost of shipping or postage



## *GILA COUNTY ATTORNEY*

*Daisy Flores*

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

To whom it may concern:

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

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

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

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

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

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

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

**ARF-1578**

**Consent Agenda Item 4- D**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Joseph  
Heatherly,  
Finance  
Director

Submitted By:  
Dana Sgroi, Contracts Support  
Specialist, Finance Department

Department: Finance Department

Fiscal Year: 2012-2013      Budgeted?: Yes

Contract Dates 10-08-12 to      Grant?: No

Begin & End: 10-07-13

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 2 to Contract No. 040910-1 for TRMSS Fog Seal with Wright Asphalt Products Company LLC

Background Information

Effective June 8, 2010, Gila County and Wright Asphalt Products Co. LLC entered into a contract whereby Wright Asphalt agreed to provide TRMSS fog seal to various locations in the County for road maintenance and repair.

Per the terms of Contract No. 040910-1, the County has the option to renew the contract period for two additional one-year periods.

On October 3, 2011, the Gila County Board of Supervisors approved Amendment No. 1, which extended Contract No. 040910-1 for one year, from October 8, 2011, to October 7, 2012.

Evaluation

Per section 2.2 of Contract No. 040910-1 the Contract period may be renewed by mutual agreement of both parties for two additional one-year periods.

On October 3, 2011, the Gila County Board of Supervisors approved Amendment No. 1, which extended Contract No. 040910-1 for one year, from October 8, 2011, to October 07, 2012.

Amendment No. 2 will extend the Contract period for the final year, as allowed in Section 2.2 of Contract No. 040910-1, from October 8, 2012, to October 7, 2013.

Conclusion

By extending Contract No. 040910-1 for one year, it will allow Wright Asphalt to continue to provide TRMSS fog seal to the Roads Department for road repair and maintenance.

#### Recommendation

The Finance Director with direction from the Public Works Department recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 040910-1 to extend the contract for one year with Wright Asphalt Products Co. LLC for TRMSS fog seal.

#### Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 040910-1 between Gila County and Wright Asphalt Products Company LLC to extend the term of the Contract for an additional year, from October 8, 2012, to October 7, 2013; and to provide for the purchase of TRMSS fog seal for County roads.

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#### Attachments

Amendment No. 2 Contract 040910-1

Amendment No. 1 Contract 040910-1

Contract 040910-1 TRMSS Fog Seal

Legal Explanation



**AMENDMENT NO. 2**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT 040910-1  
TRMSS FOG SEAL**

**WRIGHT ASPHALT PRODUCTS COMPANY LLC**

Effective June 8, 2010, Gila County and Wright Asphalt Products Company LLC, entered into a contract whereby Wright Asphalt agreed to provide TRMSS Fog Seal to various locations in Gila County. Per Section 2.2 of the contract, this period may be renewed by mutual agreement of both parties for two (2) additional one (1) year periods.

October 3, 2011, the Board of Supervisors approved Amendment No. 1 to extend the contract term from October 8, 2011, to October 7, 2012.

Amendment No. 2 will allow the contract period to be extended for the final one (1) year period from October 8, 2012, to October 7, 2013.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GILA COUNTY**

**BOARD OF SUPERVISORS**

\_\_\_\_\_  
Tommie C. Martin, Chairman Board of Supervisors

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**CONTRACTOR**

**WRIGHT ASPHALT PRODUCTS COMPANY LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

Date: 10-1-12

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney

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

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

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



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

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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**CONTRACT NO. 040910-1**

**TRMSS FOG SEAL**

**AMENDMENT #1**

Effective June 8, 2010, Gila County and Wright Asphalt Products Company LLC entered into a contract whereby Wright Asphalt agreed to provide TRMSS Fog Seal to various locations in Gila County for a sixteen (16) month period. The contract term ends October 7, 2011. Per Section 2.2 of the contract, this period may be renewed by mutual agreement of both parties for two (2) additional one (1) year periods.

Amendment No. 1 will allow the contract period to be extended for a one (1) year period from October 8, 2011 to October 7, 2012.

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

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

**CONTRACT NO. 040910-1 TRMSS FOG SEAL**

**AMENDMENT #1**

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Tommie C. Martin, Chairman  
Board of Supervisors

**ATTEST**

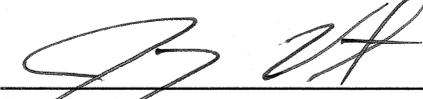
  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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

**SUPPLIER:**

**WRIGHT ASPHALT PRODUCTS CO. LLC**

  
\_\_\_\_\_  
Supplier Signature  
  
Joey Vincent  
\_\_\_\_\_  
Print Name

**GILA COUNTY**  
**REQUEST FOR PROPOSALS**  
**BID NO. 040910-1**

**TRMSS FOG SEAL**  
**(TIRE RUBBER MODIFIED SURFACE SEAL)**

**BIDDER'S INFORMATION**  
**CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
Shirley L. Dawson, Member

**\*County Manager\***  
Don E. McDaniel Jr.

**\*Public Works Director\***  
Steve Stratton

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**GILA COUNTY  
REQUEST FOR PROPOSALS  
BID NO. 040910-1 TRMSS FOG SEAL**

Notice is hereby given that Gila County is requesting Proposals from qualified Suppliers to provide TRMSS Fog Seal Coat as specified for the Gila County Public Works Consolidated Roads Department.

**SUBMITTAL DUE DATE:** 12:00 P.M., Local AZ Time, Thursday, May 27 2009

**RETURN PROPOSAL TO:** GILA COUNTY PUBLIC WORKS  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Public Works Division, until the time and date cited.

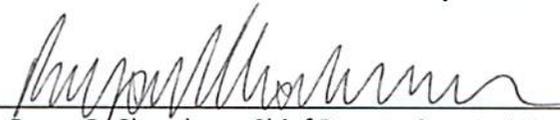
Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Public Works Guerrero Conference Room or other site, which may be designated. Any proposal received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Public Works Division at 928-402-8612 and are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to: Brent Cline, Consolidated Roads Manager, (928)402-8526. Questions regarding the general terms and conditions of this Request for Sealed Proposals and Professional Services Contract should be directed to, Valrie Bejarano, (928)402-8612.

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

Arizona Silver Belt Advertisement Dates: **May 12 and 19, 2010**

Signed:  Date: 4/26/10  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Signed:  Date: 5/4/10  
John F. Nelson, County Manager / Clerk of the Board

**GENERAL SCOPE OF WORK**

It is the intent of this Request for Proposals to establish a contract for a supplier to furnish TRMSS (Tire Rubber Modified Surface Seal) Fog Seal to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C") pages 12-17, as specified on Price Sheet pages 24-25 for total price proposed.

Suppliers who agree to provide the minimum Proposal Specification for this product shall be considered for award.

**INSTRUCTIONS TO SUPPLIERS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS**

**Preparation of Sealed Proposals**

- A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposal's package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the RFP shall be listed on the proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

**Instructions to Suppliers continued.....**

- G. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Proposals must be acknowledged by all suppliers in the following manner:

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 31 (the numbers of which shall be filled in on the Proposal Form).
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a proposal being rejected as non-responsive.

**Inquires**

- A. Any questions related to this Request for Proposals must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Proposals**

Any Proposal received later than the date and time specified on notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any supplier submitting a late Proposal shall be so notified.

Instructions to Suppliers continued.....

**Submittal Proposal Format:**

**It is requested that One (1) Original and Two (2) copies ( 3 TOTAL) WITH ORIGINAL SIGNATURES ON ALL THREE (3) of the Proposal and Qualification Forms, Reference List, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposals, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall NOT be considered.**

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "TRMSS FOG SEAL", Contract Number, "040910-1", Date "May 27, 2010", and Time "12:00 PM" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award Contract**

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

**Protests**

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

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

General Terms and Conditions continued.....

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier 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.

**EXHIBIT "B" SUPPLIER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 32, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 22-23.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

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

General Terms and Conditions continued.....

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

**Contract Amendments**

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

**Contract Default**

- A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
  
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Supplier.

General Terms and Conditions continued.....

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of A.R.S. §38-511.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Supplier at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Compensation and Method of Payment**

Gila County will pay the Supplier following the submission of itemized Invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must show the Contract Number, Purchase Order Number, Date of Delivery, Name and Mailing Address of Supplier.

*General Terms and Conditions continued.....*

### **Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.**

### **General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Supplier submitting this request.

**MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS**

**Exhibit "C" Minimum Specifications – Product Specifications**

**Purpose**

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, AB, and Asphalt.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. **MSDS sheets must be included**. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 **One (1) original and two (2) copies all with original signatures of all submissions.**
  - 1.5.2 **Qualification and Certification Forms, (page 22-23)**
  - 1.5.3 **Price Sheet, (page 24-25)**
  - 1.5.4 **References, (page 26)**
  - 1.5.5 **No Collusion in Bidding, (page 27)**
  - 1.5.6 **Intentions for Subcontracting, (page 28)**
  - 1.5.7 **Anti-Terrorism Warranty, (page 29)**
  - 1.5.8 **Legal Arizona Workers Act Compliance, (page 30)**
  - 1.5.9 **Checklist and Addenda Acknowledgment, (page 31)**
  - 1.5.10 **Offer Page, (page 32-33)**

*Minimum Specifications continued.....*

## **SECTION 2.0**

### **Proposal Pricing**

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier 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.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, pages 24-25, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

## **SECTION 3.0**

### **Price Adjustments**

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
  - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
  - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

Minimum Specifications continued.....

- 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
  - 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
  - 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

**SECTION 4.0**

**Ordering & Delivery**

**4.1 ORDERING**

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

**REQUEST FOR PROPOSALS  
BID NO.: 040910-1 TRMSS FOG SEAL**

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*Minimum Specifications continued....*

- 4.1.3 **SAMPLES:** Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 **TESTING:** The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.
- 4.2 **DELIVERY:** Delivery Sites, as designed at on 24, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Request for Proposals. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.

Minimum Specifications continued.....

4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets as the source or at the selected delivery location.

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

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

Whenever there is a return of unused oil product that is a result of the County limiting the spread or storage of the oil product, the County shall pay the successful bidder up to the amount of **\$250.00** to pay for all related freight costs, and pump off costs, related to oil product return.

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

**SECTION 5.0**

**Product Specifications – Minimum Specifications: Bid No. 040910-1 TRMSS Fog Seal**

**Fog Seal Coat: M.A.G. Specifications; 333, Table 333-1; Oil**

<b>TRMSS Standards / Testing</b>			
<b>APPLICABLE STANDARDS &amp; PRODUCT TEST DATA (1):</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
Viscosity, Krieb Unit (KU)	ASTM D 562	45 KU	55 KU
Weight/Gallon	ASTM D 2939.07	8.3	8.6
Residue by Evaporation %	ASTM D 2939.08	30	40

**REQUEST FOR PROPOSALS**  
**BID NO.: 040910-1 TRMSS FOG SEAL**

*Minimum Specifications continued.....*

<b>PERFORMANCE CRITERIA TESTING (1):</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
Wet Track Abrasion	ISSA (TB-100)	Less Than 5% (2)	-
Accelerated Weathering Test	ASTM G 154	Pass (3)	-
Fuel Resistant	ASTM D 2939.25	Pass	-
<b>ASPHALT CEMENT CERTIFICATE OF COMPLIANCE (4):</b>		<b>MINIMUM</b>	<b>MAXIMUM</b>
Ground Whole Scrap Tire Rubber %	Certificate on file	10	-
Penetration 77°F, 100g, 5 sec, dmm	ASTM D 5	15	25
Softening Point, °F	ASTM D 36	130	160
Solubility % (3 set average)	ASTM D 2042	98.5	-
<p>(1) TRMSS diluted, ready-to-use</p> <p>(2) Calculated weight loss, percentage of original volume, 1 hour soak</p> <p>(3) 1,000 hour            UVA-340 lamp, 0.77 W/m2 (v1.0 calibration),            8 hours UV light @ 50°C, 5 min. spray, 3.55 hours condensation @ 50°C</p> <p>(4) Ground whole tire rubber modified asphalt cement</p>			

<b>TRMSS</b> (Tire Rubber Modified Surface Seal)			
<b>Physical / Chemical Characteristics</b>			
<b>Boiling Point:</b> 100°C (212°Fahrenheit)	<b>Specific Gravity (H2O):</b> 1.03		
<b>Vapor Pressure (mm Hg):</b> Nearly equal to water	<b>Melting Point:</b> N/A		
<b>Vapor Density (AIR=1):</b> <1	<b>Evaporation Rate (Butyl Acetate=1):</b> Approximately 1.8		
<b>Solubility in Water:</b> Easily dispersible in the liquid state			
<b>Volatile Organic Content:</b> Contains less than 50 g/l VOC			
<b>Appearance and Odor:</b> Black liquid, asphaltic odor			
<b>Fire and Explosion Hazard Data</b>			
<b>Flash Point (Method Used):</b> N/A	<b>Flammable Limits:</b> N/A	<b>LEL:</b> N/A	<b>UEL:</b> N/A
<b>Extinguishing Media:</b> Foam, CO2, dry chemical, water fog, other			
<b>Special Fire Fighting Procedures:</b> Full protective equipment, including self-contained breathing apparatus to be worn. Water cool sealed containers in area of fire to prevent rupture due to steam generation.			
<b>Unusual Fire and Explosion Hazards:</b> N/A			
<b>Reactivity Data</b>			
<b>Stability:</b> Unstable: Stable: X Conditions to Avoid: Keep from freezing and extreme heat			
<b>Incompatibility (Materials to Avoid):</b> Strong oxidizers			
<b>Hazardous Decomposition or Byproducts:</b> Combustion may yield fumes, smoke, carbon monoxide, carbon dioxide and other toxic pyrolysis products			
<b>Hazardous Polymerization:</b> May Occur: Will Not Occur: X Conditions to Avoid: N/A			

**INSURANCE PROVISIONS**

**INDEMNIFICATION CLAUSE**

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier 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 Supplier for the County.

**INSURANCE REQUIREMENTS**

Supplier 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 Supplier, 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier".

Insurance Provisions continued.....

**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 Supplier, including automobiles owned, leased, hired or borrowed by the Supplier".

**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. Builders' Risk Insurance or Installation Floater** \$ \_\_\_\_\_

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The County of Gila, the Supplier, subcontractors, engineer and engineer's consultant and any others with an insurable interest in the work shall be Insured's on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Gila, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Supplier, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Gila.
- g. Supplier is responsible for the payment of all policy deductibles.

Insurance Provisions continued....

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

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

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

REQUEST FOR PROPOSALS  
BID NO.: 040910-1 TRMSS FOG SEAL

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*Insurance Provisions continued.....*

- F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier 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.

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities & Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management



1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 425-3231 Ext. 8522  
Fax (928) 425-8104

## GILA COUNTY PUBLIC WORKS DIVISION

### ADDENDUM #1 for Bid No. 040910-1

#### TRMSS Fog Seal

May 14, 2010

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1. Remove pages 18-21 of bid packet and replace with the following Insurance Provisions:

#### INSURANCE PROVISIONS

##### INDEMNIFICATION CLAUSE:

The Supplier agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Supplier 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 Supplier for the County.

##### INSURANCE REQUIREMENTS:

Supplier 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 Supplier, 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 Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Supplier shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier"**.

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 Supplier, including automobiles owned, leased, hired or borrowed by the Supplier"**.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
  2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Steve Stratton, 1400 E. Ash St., Globe, AZ**, 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 Supplier from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Steve Stratton, 1400 E. Ash St., Globe, AZ**. 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:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier 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.

**QUALIFICATION AND CERTIFICATION FORMS**

**Exhibit "D" Suppliers Qualifications and Reference List**

**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

**SECTION 6.0**

**Contract Number 040910-1 TRMSS Fog Seal**

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

Wright Asphalt Products Company LLC

11931 Wickchester Lane Suite 101

Houston, TX 77043

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

6.1 Supplier must also provide at least the following information:

- a. A brief history of the Suppliers Firm.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Supplier has in supplying the specified services.



**PRICE SHEET**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Supplier Name: Wright Asphalt Products Company Phone No.: 602-541-1369

Estimated Quantity: 300 Tons

**Supply Destination**

<b>TRMSS TIRE RUBBER MODIFIED SURFACE SEAL</b>		
	<b>Delivered in Place with Boot Truck</b>	<b>FOB Plant without Boot Truck</b>
<b><u>Copper Region</u></b> South of Roosevelt Lake Bridge		
Price Per Ton	\$ 563.49	\$ 503.49
<b><u>Timber Region</u></b> North of Roosevelt Lake Bridge		
Price Per Ton	\$ 563.49	\$ 503.49

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

REQUEST FOR PROPOSALS  
BID NO.: 040910-1 TRMSS FOG SEAL

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Price Sheet continued...

Supplier Name: Wright Asphalt Products Co. LLC Phone No.: 602-541-1369

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:  
\$ 160.00 per hour.
  
  - Delivery charges per ton/mile for product to delivery to sites not listed above in this schedule:  
\$ .50 per ton mile
  
  - Transport Truck Rental after two (2) hours pumping time \$ 85.00 per hour.
  
  - Minimum 25 Ton for pick up FOB plant
  
  - Amount \$ 250.00 each occurrence for product returned and disposed.
- \*\* Upon return of unused oil product that is a result of the County limiting the spread or storage of the product, the County shall pay up to \$250.00 for costs related to oil product return.

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

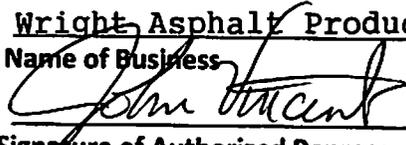
**References**

Please list a minimum of three (3) references for projects of similar size and scope to this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Maricopa County  
**Contact:** Tony Del Sol  
**Phone:** 602-723-5601  
**Address:** \_\_\_\_\_

2. **Company:** Pinal County  
**Contact:** Joe Ramirez  
**Phone:** 520-251-2301  
**Address:** \_\_\_\_\_

3. **Company:** Town of Gilbert  
**Contact:** Deme Fernandez  
**Phone:** 480-503-6419  
**Address:** \_\_\_\_\_

Wright Asphalt Products Co. LLC  
Name of Business  
  
Signature of Authorized Representative  
Arizona General Manager  
Title

**AFFIDAVIT BY SUPPLIER  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: GILA            )

John Vincent  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Arizona General Manager  
(Title)

Of Wright Asphalt Products Company LLC and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 040910-1 FOG SEAL and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_

Wright Asphalt Products Company LLC  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Wright Asphalt Products Company LLC  
Name of Business

John Vincent  
By \_\_\_\_\_

Arizona General Manager  
Title



Subscribed and sworn to before me this 27th day of May, 2010.

Carol L. Turner  
Notary Public

My Commission expires: 12-21-10

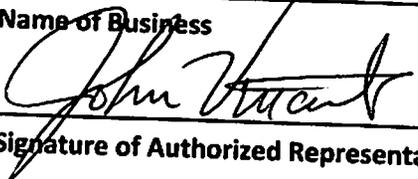
**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of Request for Proposals No. 040910-1 TRMSS Fog Seal, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.

Wright Asphalt Products Company LLC  
Name of Business

  
Signature of Authorized Representative

Arizona General Manager  
Title

**ANTI-TERRORISM WARRANTY**

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

  
\_\_\_\_\_  
Signature of Authorized Representative

John Vincent  
\_\_\_\_\_  
Printed Name

Arizona General Manager  
\_\_\_\_\_  
Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Supplier hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Supplier's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Supplier shall further ensure that each subcontractor who performs any work for Supplier 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 Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Supplier'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 Supplier 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, Supplier shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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



\_\_\_\_\_  
Signature of Authorized Representative

John Vincent

\_\_\_\_\_  
Printed Name

Arizona General Manager

\_\_\_\_\_  
Title

**SUPPLIERS CHECKLIST**

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

**CHECKLIST**

**REQUIRED DOCUMENT**

**COMPLETED/EXECUTED**

QUALIFICATION & CERTIFICATION FORM  
PRICE SHEET  
REFERENCE LIST  
AFFIDAVIT OF NON-COLLUSION  
INTENTIONS CONCERNING SUBCONTRACTING  
ANTI-TERRORISM WARRANTY  
LEGAL AZ WORKERS ACT COMPLIANCE  
CHECKLIST & ADDENDA ACKNOWLEDGMENT  
OFFER PAGE

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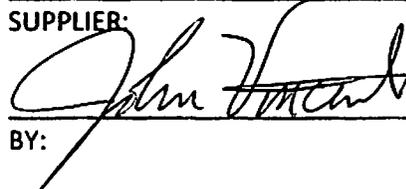
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Wright Asphalt Products Company LLC

SUPPLIER:

  
BY: \_\_\_\_\_

Each proposal shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Proposal to Supply: TRMSS Fog Seal, Gila County Arizona, Bid Proposal No. 0040910-1. All proposals shall be filed at Gila County Public Works Division, 1400 E. Ash St., Globe, AZ 85501, on or before j PM, Thursday, May 27, 2010.

OFFER PAGE

**To Gila County**

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

**Contract Number: 040910-1 TRMSS Fog Seal**

Supplier Submitting Proposal:

For Clarification of this offer, contact:

WRIGHT ASPHALT PRODUCTS COMPANY LLC

Name: JOHN VINCENT

Company Name

11931 WICKCHESTER LANE STE 101

Phone No.: 602-541-1369

Fax No.: 480-883-8103

Address

HOUSTON TEXAS 77043

Email: jvincent@wrightasphalt.com

City

State

Zip



Signature of Authorized Representative

JOHN VINCENT

Printed Name

ARIZONA GENERAL MANAGER

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Supplier.

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

***The Offer is hereby Accepted:***

The Firm Wright Asphalt Products Company LLC is now bound to provide the materials or services listed in RFP No.: 040910-1 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 040910-1. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

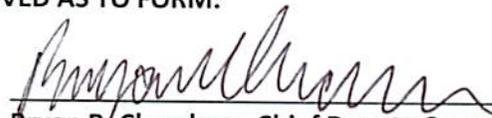
Awarded this 8<sup>th</sup> day of June, 2010

  
\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk of the Board

**APPROVED AS TO FORM:**

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



## *GILA COUNTY ATTORNEY*

*Daisy Flores*

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

To whom it may concern:

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

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

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

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

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

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

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

**ARF-1587**

**Consent Agenda Item 4- E**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

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

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Information

Request/Subject

Gila County Cooperative Extension Advisory Board Member Reappointments

Background Information

On April 17, 2012, the Board of Supervisors approved an updated and corrected membership list for the Gila County Cooperative Extension Advisory Board.

Evaluation

Clark Richins and Kenny Evans terms of office are due to expire on December 31, 2012. Notification has been provided by the Gila County Cooperative Extension Office that Mr. Richins and Mr. Evans have agreed to serve another two-year term of office.

Conclusion

The Board of Supervisors needs to approve appointments to the Gila County Cooperative Extension Advisory Board; therefore, these reappointments need to be presented to the Board of Supervisors for approval.

Recommendation

It is recommended that the Board of Supervisors reappoint Clark Richins and Kenny Evans to the Gila County Cooperative Extension Advisory Board for an additional two-year term, beginning on January 1, 2013, through December 31, 2014.

Suggested Motion

Approval to reappoint Clark Richins and Kenny Evans to the Gila County Cooperative Extension Advisory Board for an additional term of two years, from January 1, 2013, through December 31, 2014.

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Attachments

Proposed GC Cooperative Extension Advisory Board Membership List

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD  
(Proposed to BOS and if approved on 12-18-12, the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT  Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment</u> : Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment</u> : Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years)  (confirmed every 2 yrs by advisory board)
Clark Richins (Principal Business)	B	C (04/17/12)	10 years	01/01/13-12/31/14	2
Fred Jimenez (Utilizes County Ag. Extension Services)		B (04/17/12)	Therese Hicks	03/07/12-12/31/13	1 year, 9 months
Dave Cook (Principal Business)	B	C (04/17/12)	5 years, 8 months	01/01/12-12/31/13	2
Kenny Evans (Organization Rep.)	B	C (04/17/12)	6 years, 5 months	01/01/13-12/31/14	2
Letha Cline (Principal Business)	B	C (04/17/12)	6 years	01/01/12-12/31/13	2
Jim Oestmann (Utilizes County Ag. Extension Services)	B	C (04/17/12)	2 years, 9 months	01/01/12-12/31/13	2
Lori Brown (Principal Business)	B	A (04/17/12)	-	01/01/12-12/31/13	2

Appointment Designation Definitions:

- A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B) Supervisor Appointment: Member unrestricted by district.
- C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E) Alternate Members: As defined by individual committee criteria.

**ARF-1570**

**Consent Agenda Item 4- F**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

Submitted For: Nancy  
Neumann,  
Executive  
Administrative  
Assistant

Submitted By:  
Nancy Neumann, Executive  
Administrative Assistant, Sheriff's Office

Department: Sheriff's Office

Fiscal Year: FY2013      Budgeted?: Yes

Contract Dates October 1,      Grant?: Yes  
Begin & End: 2012 and  
ending  
September 30,  
2013

Matching No      Fund?: Renewal  
Requirement?:

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Information

Request/Subject

Modification No. 2 to Grant/Agreement No. 11-LE-11031200-004 with U.S. Forest Service

Background Information

For many years the Board of Supervisors (BOS), on behalf of the Gila County Sheriff's Office, has entered into a Cooperative Law Enforcement Agreement with the United States Department of Agriculture (USDA) Forest Service of which there is an Exhibit A attached to the Agreement, that is the Operating and Financial Plan for a particular fiscal year. The purpose of the Agreement is to document a cooperative effort between the U.S. Forest Service and the Gila County Sheriff's Office to enhance State and local law enforcement in connection with activities on National Forest Service lands and provide for reimbursement to Gila County for the intensified portion of this effort.

On October 5, 2010, the BOS approved a Cooperative Law Enforcement Agreement with the FY2011 Operating and Financial Plan attached as Exhibit A. This Agreement is identified as Forest Service Agreement No. 11-LE-11031200-004. The U.S.F.S. approved this Agreement on November 8, 2010.

On February 21, 2012, the BOS approved Modification No. 1 to F.S. Agreement No. 11-LE-11031200-004 to add funding in the amount of \$83,000 for work to be performed in FY2012 Annual Financial and Operating Plan, attached as Exhibit A; and additional language was added to the Agreement, as follows: *"An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement*

*Agreement, any funds not expended by the Cooperator (which is Gila County) will be deobligated. Note: Annual Operating Plan for Fiscal Year 2011, Agreement # 11-LE-11031200-007 will become Exhibit A, Annual Operating Plan for Fiscal Year 2011 to this agreement." Also, the word "Operating Plan" in the Agreement was changed to "Annual Operating Plan."*

### Evaluation

Modification No. 2 changes the following:

- 1) Funding amount increases from \$83,000 to \$87,498 [An amount of \$4,498 will be carried over from the previous fiscal year (to be determined upon final billing for Fiscal Year 2012) to increase the total to \$87,498.]
- 2) The Gila County contact name changes to Nancy Neumann and additional language is being added to the Cooperative Law Enforcement Agreement.
- 3) Exhibit A changes from the Fiscal Year 2012 Annual Financial and Operating Plan to the Fiscal Year 2013 Annual Financial and Operating Plan.

### Conclusion

It is imperative that Modification No. 2 to F.S. Agreement No. 11-LE-11031200-004 be signed by the BOS to ensure that there is no lapse in the cooperative law enforcement services provided on National Forest Service lands within Gila County by Gila County Sheriff's Office deputies; and to ensure that reimbursement of those services occurs on a timely basis.

### Recommendation

The Gila County Sheriff's Office respectfully requests and recommends that the Board of Supervisors approve Modification No. 2 to the Cooperative Law Enforcement Agreement (F.S. Agreement No. FY11-LE-11031200-004.)

### Suggested Motion

Approval of Modification No. 2 to a Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the USDA, Forest Service increasing the reimbursable funding amount from \$83,000 to \$87,498 for the period October 1, 2012, through September 30, 2013, and incorporating some other minor changes to the Agreement.

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### Attachments

Modification No. 2 to Grant/Agreement No. 11-LE-11031200-004 & Exhibit A with USDA, USFS-Tonto

Modification No. 2 to FS #11-LE-11031200-004 with Exh A-FY12 Annual Operating and Financial Plan

FS No. 11-LE-11031200-004 with Exh A-FY11 Operating and Financial Plan

Legal Explanation



### MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 11-LE-11031200-004	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 2
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): John Armer, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

### 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2012: Fiscal Year FY 2012 \$4,498.00 Current Fiscal Year Obligation: \$83,000.00 FY13 Total Annual Operating Plan: \$87,498.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: -Update Cooperator Administrative contact as indicated on the FY2013 Annual Operating Plan to: Nancy Neumann, Executive Assistant Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501 -Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

### 9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

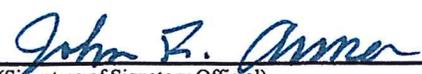
Note: Annual Operating Plan for Fiscal Year 2013, will be incorporated as Exhibit A to this agreement.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, FY2013 Annual Financial and Operating Plan

### 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GILA COUNTY, ARIZONA SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 11/16/12	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED
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USDA Forest Service

OMB 0596-0217  
FS-1500-19

11.E. NAME (type or print): JOHN ARMER	11.F. NAME (type or print): NEIL J. BOSWORTH
11.G. TITLE (type or print): Sheriff	11.H. TITLE (type or print): Forest Supervisor
<p style="text-align: right;">_____ Date</p> <p>Chairman, Board of Supervisors</p> <p>_____</p>	<p style="text-align: right;">ROBIN L. POAGUE _____ Date</p> <p>Special Agent in Charge, Southwestern Region</p> <p>_____</p>

**12. G&A REVIEW**

<p>12.A. The authority and format of this modification have been reviewed and approved for signature by:</p> <p>_____</p> <p>SHERRY J. SMITH</p> <p>U.S. Forest Service Grants &amp; Agreements Specialist</p>	<p>12.B. DATE SIGNED</p>
--	--------------------------



ATTEST

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
County Deputy Attorney

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NAVS&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



FS Agreement No. 11-LE-11031200-004

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest**

**FY2013 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on November 8, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2012 \$4,498.00

Current Fiscal Year Obligation: \$83,000.00

**FY13 Total Annual Operating Plan: \$87,498.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:jarmer@co.gila.az.us">jarmer@co.gila.az.us</a>	Name: Nancy Neumann, Executive Administrative Assistant Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85502 Telephone: (928) 402-8579 FAX: (928) 425-5674 Email: <a href="mailto:nneumann@co.gila.az.us">nneumann@co.gila.az.us</a>



**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.585/mile patrolled
- Per diem rate is \$25.00/day
- Wages for the individual officers at the prevailing rate (\$32.70 - \$53.76) per hour plus fringe.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:
  - National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.

**Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

**Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

**Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

**3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: **\$87,498.00.**

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will



coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.



- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.



- c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed **\$87,498.00**.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	<b>87,498.00</b>	N/A
Training	<b>0.00</b>	N/A
Equipment/Supplies	<b>0.00</b>	N/A
Special Enforcement Situations	<b>0.00</b>	N/A
<b>Total</b>	<b>87,498.00</b>	N/A

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



*John B. Armer*  
\_\_\_\_\_  
JOHN ARMER, Sheriff  
Gila County Sheriff's Office

*11/16/12*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
NEIL J. BOSWORTH Forest Supervisor  
U.S. Forest Service,

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHAIRMAN  
Gila County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Clerk  
Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPROVED AS TO FORM

\_\_\_\_\_  
BRYAN B. CHAMBERS  
Chief County Deputy Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
ROBIN L. POAGUE  
Special Agent in Charge, Southwestern Region

\_\_\_\_\_  
Date



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The authority and format of this agreement have been reviewed and approved for signature.

---

SHERRY J. SMITH  
U.S. Forest Service Grants Manager

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 11-LE-11031200-004	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): John Armer, Sheriff Gila County Sheriff Office PO Box 311 Globe, AZ 85501	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

### 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: add funding in the amount of \$83,000.00 for work to be performed in FY2012 Annual Financial and Operating Plan, attached as Exhibit A.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

1. Change the word "Operating Plan" to "Annual Operating Plan" through out the document.
2. Insert the following language at the beginning of paragraph IV. D.

An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, any funds not expended by the Cooperator will be deobligated.

Note: Annual Operating Plan for Fiscal Year 2011, Agreement #11-LE-11031200-007 will become Exhibit A, Annual Operating Plan for Fiscal Year 2011 to this agreement.

Insert the following Provision in Paragraph IV. D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, FY2012 Annual Financial and Operating Plan

### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED



GRANT/AGREEMENT.			
11.A. GILA COUNTY, ARIZONA SIGNATURE <i>John R. Armer</i> (Signature of Signatory Official)	11.B. DATE SIGNED 1/30/12	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): JOHN ARMER		11.F. NAME (type or print): GENE BLANKENBAKER	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Forest Supervisor	
<i>Tommy C. Martin</i> _____ Chairman, Board of Supervisors _____ Date 2/21/12		_____ ROBIN L. POAGUE Special Agent in Charge, Southwestern Region _____ Date	
<b>12. G&amp;A REVIEW</b>			
12.A. The authority and format of this modification have been reviewed and approved for signature by:			12.B. DATE SIGNED
_____ SHERRY J. SMITH U.S. Forest Service Grants & Agreements Specialist			



ATTEST

Marian Sheppard, Chief Deputy

Clerk of the Board of Supervisors

APPROVED AS TO FORM

This 21<sup>st</sup> day of February, ~~2011~~ 2012

By: [Signature]  
County Deputy Attorney

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.  
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



FS Agreement No. 11-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest**

**FY2012 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on November 8, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2011 and ending September 30, 2012.

Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2011: \$0.00  
Current Fiscal Year Obligation: \$83,000.00  
**FY12 Total Annual Operating Plan: \$83,000.00**

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us	Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us



**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.585/mile patrolled
- Per diem rate is \$25.00/day
- Wages with fringe benefits for the individual officers at the rate of \$32.70/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- > National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- > Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- > Pioneer Pass: once per week, daytime/weekends.
- > Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- > Pipeline area in the vicinity of the junction of Highways 70 & 77.
- > Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.

**Payson Ranger District**



- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

#### **Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

#### **Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

### 3. The Cooperator further agrees:

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$83,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$0.00.

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will



coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.



- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and  
override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.



- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$83,000.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	83,000.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>83,000.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law



Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-D.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

John B. Armer 1/30/12  
JOHN ARMER, Sheriff Date  
Gila County Sheriff's Office

\_\_\_\_\_  
GENE BLANKENBAKER, Forest Supervisor Date  
U.S. Forest Service,

Emmie M. ... 2/21/12  
CHAIRMAN Date  
Gila County Board of Supervisors

ATTEST

Marion Sheppard, Chief Deputy Date 2-21-12  
Clerk  
Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers 2-21-2012  
BRYAN B. CHAMBERS Date  
Chief County Deputy Attorney

\_\_\_\_\_  
ROBIN L. POAGUE  
Special Agent in Charge, Southwestern Region  
\_\_\_\_\_  
Date



The authority and format of this agreement have been reviewed and approved for signature.

\_\_\_\_\_  
SHERRY J. SMITH  
U.S. Forest Service Grants Manager

\_\_\_\_\_  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 11-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**GILA COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA, FOREST SERVICE**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Gila County Cooperative Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.



- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.
- F. Complete and furnish the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H, and IV-O.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Monitor the U.S. Forest Service radio during the following time period(s): For any emergency or assistance required between the dates of the last signature and September 30, 2015. Address any concerns or notify/request assistance from the U.S. Forest Service as required in the judgment of the Cooperator.

### **III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Forest Service Agreement



number, the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-H.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894

**Send copy to:**

Bray Addison, Patrol Captain  
USDA, Forest Service  
Tonto National Forest  
2324 East McDowell Road  
Phoenix, AZ 85006  
Phone: (602) 225-5241  
E-Mail: brayaddison@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principle contacts for this agreement are:

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us	Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us

**Principle U.S. Forest Service Contacts:**

Name: Bray Addison, Patrol Cpt. Address: Central Arizona Zone, LEI 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us	Name: Sherry Smith Address: USDA Forest Service, Tonto NF 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us
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- C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement
- F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- H. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.



- I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- J. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.



- L. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- M. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- N. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other request for reimbursements.
  2. Withholding advance payments otherwise due to the Cooperator.
  3. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- O. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- P. Execution of this agreement terminated Cooperative Law Enforcement Agreement NO. 06-LE-11031200-002 executed between the parties on January 23, 2006.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all



situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through September 30, 2015 at which time it will expire unless renewed.
- V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

John R. Armer 8/17/10  
 JOHN ARMER, Sheriff Date  
 Gila County Sheriff's Office

Gene Blakenbaker 11-8-10  
 GENE BLAKENBAKER, Forest Supervisor Date  
 U.S. Forest Service, Tonto National Forest

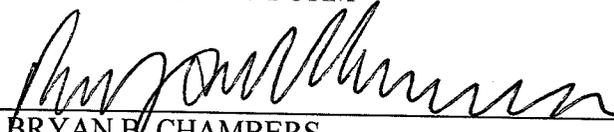
see Exhibit & signatures link

Michael A. Foster 10/5/10  
 CHAIRMAN Date  
 Gila County Board of Supervisors

ATTEST  
Karion Sheppard, Chief Deputy 10-5-10  
 Clerk Date  
 Board of Supervisors



APPROVED AS TO FORM

  
BRYAN E. CHAMBERS  
Chief County Deputy Attorney

10 5 10

Date

ROBIN L. POAGUE  
Special Agent in Charge, Region 3

Date

The authority and format of this instrument have been reviewed and approved for signature.

SHERRY J. SMITH  
U.S. Forest Service Grants & Agreements Specialist

Date

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 11-LE-11031200-007  
Cooperator Agreement No. \_\_\_\_\_

*should be 004*

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
GILA COUNTY SHERIFF'S OFFICE  
And the  
USDA, FOREST SERVICE, TONTO NATIONAL FOREST**

**FY11 OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on . This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning with the last signature and ending September 30, 2011.

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us	Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us

**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>



<p>Name: Bray Addison, Patrol Captain Address: Central Arizona Zone, LE&amp;I 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us</p>	<p>Name: Sherry Smith Address: Tonto NF, Grants &amp; Agreements 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us</p>
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B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\*\* see attached rate sheet \*\*

\$ /mile patrolled

Per diem rate is \$ /day

Wages at the prevailing rate of \$ /hour plus fringe benefits for the individual officer at the rate of \$ /hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- Patrol on following Forest Service roads:
  - > National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.
- Patrol in the following campgrounds, developed sites, or dispersed areas:
  - Globe Ranger District**
    - > Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
    - > Pioneer Pass: once per week, daytime/weekends.
    - > Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
    - > Pipeline area in the vicinity of the junction of Highways 70 & 77.
    - > Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.
  - Payson Ranger District**
    - > Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.



- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

#### **Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

#### **Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

#### The Cooperator further agrees:

To assist Forest Service officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice Information System (ACJIS)/National Crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.

Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other office records relating to crimes, offenses, disturbances, complaints and public safety responses



handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$78,000.00

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-J for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K, and IV-L for additional information.*

The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$5,000.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan, except as provided under C, D, and E below for fire prevention and suppression situations.
  1. Drug Enforcement:
  2. Fire Emergency:
  3. Group Gatherings:



This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

- C. It is mutually agreed by the parties that danger from wildland fire is critical, the potential for human-caused and naturally-occurring wildland fire in the Tonto National Forest can be high, and that wildland fires pose a significant threat to the Tonto National Forest and to the communities in the area.

The Sheriff's Office may be requested to provide additional law enforcement support on National Forest System lands during extreme fire conditions. These conditions can be considered a Special Law Enforcement Situation, as described in Section V, Paragraph A above. This request will become effective and enforceable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, which provides a resource order number, and the County Dispatch Office is notified of the request.

- D. The Sheriff's Office shall:

1. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the *Cooperative Law Enforcement Agreement, Provision II-B*, including appropriate vehicle(s), in numbers requested by the Forest Service to provide law enforcement for fire prevention or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Office. The Sheriff's Deputies will coordinate their patrol activities with the U. S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire prevention patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire suppression situation. All Deputies assigned to a wildland fire suppression situation are required to follow Check-in and Demobilization procedures.
2. Assign Sheriff's Deputies requested by the Forest Service for fire prevention or fire suppression situation patrol and law enforcement.
3. Furnish itemized statements of expenditures to the Forest Service for the fire prevention or fire suppression situation services requested by the Forest Service, at the address below:

U.S. Forest Service  
Albuquerque Service Center  
Incident Finance  
101 B Sun Avenue NE  
Albuquerque, NM 87109



E. The Forest Service shall:

1. Relay requests to the Sheriff's Office to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of officers needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity or fire suppression code for billing. A resource order must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Service Dispatcher.
2. Post each Deputy's time to an FTR (Optional Form 288) and each vehicle's mileage to Equipment Shift Tickets to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Office.
3. Reimburse the Sheriff's Office for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above:

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$83,000.00.

- A The Sheriff's Office shall furnish the Forest Service itemized statements *for all non-fire related activities*, not less than quarterly and patrol logs for the expenditures involving forest patrol and controlled substance law violations. Submit Public Voucher for Service (SF 1034). The statement will contain sufficient detail to allow the Forest Service to tie the expenditures back to the reimbursable expenses and rates contained in this Operating and Financial Plan.

Each invoice shall display the Agreement number, billing period, and Sheriff Office's actual expenditures to date of the invoice, displayed by separate cost elements (i.e., Patrol billable hours, Training, Equipment, etc.) as documented in the FY11 Operating Plan, less any previous Forest Service payments. The Sheriff's Office is approved for quarterly billing. The invoice should be forwarded as follows:

**Send original to:**  
U. S. Forest Service

**Send copy of invoice and completed  
Forms FS-5300-5, Cooperative Law  
Enforcement Activity Report to:**  
U.S. Forest Service



Albuquerque Service Center  
Payments – Grants and Agreements  
101 B. Sun Ave. NE  
Albuquerque, NM 87109  
Phone: 877-372-7248  
Fax: 877-687-4894

Bray Addison, Patrol Captain  
Tonto National Forests  
Address: 2324 East McDowell Road  
City, State, Zip: Phoenix, AZ 85006  
Phone: (602) 225-5241  
E-Mail: brayaddison@fs.fed.us

**VI. CLOSEOUT.**

The Recipient shall close out the FY 2011 Annual Financial and Operating Plan within 90 days after expiration or notice of termination.

Invoices for services rendered within the performance period authorized under this instrument must be submitted within 90 days of expiration of this FY 2011 Financial and Operating Plan and final invoice marked as "FINAL". Any balance of funds not invoiced by the Recipient shall be de-obligated by the Forest Service upon receipt and approval of the final invoice.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all performance and related reports required by the terms of the instrument shall be submitted to the Forest Service by the Recipient.

**VII. TERMINATION FOR CONFLICT OF INTEREST. (State of AZ only)**

This Agreement is subject to termination pursuant to Arizona Revised Statute 38-511.

**VIII. AUTHORIZED REPRESENTATIVES.**

By signature below, the Sheriff's Office certifies that the individuals listed in this document as representatives of the Sheriff's Office are authorized to act in their respective areas for matters related to this Agreement.

In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.

  
\_\_\_\_\_  
JOHN ARMER, Sheriff  
Gila County Sheriff's Office

8/17/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
GENE BLAKENBAKER, Forest Supervisor  
U.S. Forest Service, Tonto National Forest

11/8/10  
\_\_\_\_\_  
Date



*Michael R. Pactor* 10/5/10  
 CHAIRMAN Date  
 Gila County Board of Supervisors

ATTEST

*Carion D. Sheppard, Chief Deputy* 10-5-10  
 Clerk Date  
 Board of Supervisors

APPROVED AS TO FORM

*Bryan B. Chambers* 10-5-10  
 BRYAN B. CHAMBERS Date  
 Chief County Deputy Attorney

*Robin L. Poague* 11-1-10  
 ROBIN L. POAGUE Date  
 Special Agent in Charge, Region 3

The authority and format of this instrument have been reviewed and approved for signature.

*Sherry J. Smith* 10/25/2010  
 SHERRY J. SMITH Date  
 U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this



information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Thomas H. Melcher**  
Chief Deputy



**James A. Eskew**  
Jail Commander

Office of  
**Sheriff of Gila County**  
John R. Armer

January 26, 2010

Bray Addison, Law Enforcement Officer  
Forest Service Representative, Tonto National Forest  
2324 E. McDowell Rd.  
Phoenix, Arizona 85006

**RE: Clarification of Cooperative Law Enforcement Agreement**

LEO Addison,

This letter is issued as clarification of section "I" subsection "B" of the current (FY10) Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service. The current contract states:

"Wages at the prevailing rate of \$32.70/hour to include fringe benefits for the individual officer at the rate of \$32.70/hour."

The breakdown of the rate shown is as follows:

Officer Hourly Rate: \$20.46  
Officer Hourly Fringe: \$12.24  
Officer Hourly Total: \$32.70

Should you require any further information regarding our current agreement, please do not hesitate to contact me or my administrative staff.

  
John R. Armer, Sheriff  
Cooperator Representative

P.O. Box 311, Globe, AZ 85502 - Phone: (928)425-4449 - Toll Free: (800) 635-8017 - Fax: (928) 425-5674  
108 Main St., Payson, AZ 85541 - Phone: (928)474-2208 - Toll Free: (866) 866-4452 - Fax: (928) 474-0614



*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-1589**

**Consent Agenda Item 4- G**

**Regular BOS Meeting**

<b>Meeting Date:</b>	12/18/2012		
<u>Submitted For:</u>	Lorraine Dalrymple, Health Services Program Manager	<u>Submitted By:</u>	Lorraine Dalrymple Health Services Program Manager Health & Emergency Services Division
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2013-2017	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	01/01/2013-12/31/2017	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

Information

Request/Subject

Intergovernmental Agreement for Reproductive Health/Family Planning Services with the Arizona Department of Health Services

Background Information

Gila County Health Department has been providing Reproductive Health/Family Planning Services to constituents for the past five years. The program provides physicals and birth control to enable low-income individuals to plan the spacing of their children. This Intergovernmental Agreement (IGA) replaces IGA Contract No. HG854246, which was the previous five-year contract for Reproductive Health/Family Planning Services.

Evaluation

This program provides services to low-income families to enable them to plan the spacing of their children. We are the only resource in Gila County since Planned Parenthood left. This grant ensures that those individuals that are eligible for the program have access to Reproductive Health/Family Planning Services within Gila County.

Conclusion

Without this funding, this vital program would not continue to be provided by Gila County, so low-income individuals would need to leave the County in order to receive Reproductive Health/Family Planning Services.

Recommendation

It is the recommendation of the Director of the Gila County Division of Health and Emergency Services Division that the Board of Supervisors approve this Intergovernmental Agreement (Contract No. ADHS13-034536 in the amount of \$16,800 per year to continue providing Reproductive Health/Family Planning Services for the period January 1, 2013, through Decmeber 31, 2017.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS13-034536) between Gila County and the Arizona Department of Health Services in the amount of \$16,800 per year for the continued provision of Reproductive Health/Family Planning Services for the period January 1, 2013, through December 31, 2017.

Attachments

IGA No. ADHS13-034536 with Arizona Dept. of Health Services

Legal Explanation



# INTERGOVERNMENTAL AGREEMENT (IGA)

**Contract No. ADHS13-034536**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**

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

**Project Title:** Reproductive Health

**Begin Date:** 01/01/2013

**Geographic Service Area:** Gila County

**Termination Date:** 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ <b>Contractor Name: Gila County Division of Health and Emergency Services</b> Address: <b>5515 S. Apache Avenue, Suite 100 Globe, AZ 85501</b>	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: _____ Phone: _____ FAX No: _____
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.  _____ Signature of Person Authorized to Sign                      Date  _____ Print Name and Title	<p><b>This Contract shall henceforth be referred to as Contract No. <u>ADHS13-034536</u></b> 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.</p> <p><b>State of Arizona</b>          Signed this _____ day of _____, 2012</p> _____ Procurement Officer
<p style="text-align: center;"><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> 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  _____ Print Name and Title	<p style="text-align: center;"><b>RESERVED FOR USE BY THE SECRETARY OF STATE</b></p> <p style="text-align: center;"><b>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.</b></p>
<p><b>Attorney General Contract, No. P0012012000033</b>, 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.</p> <p><b>The Attorney General, BY:</b></p> _____ Signature    Date Assistant Attorney General:	

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
ADHS13-034536	

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.

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**2. Contract Type.**

This Contract shall be:

  X   Fixed Price

**3. Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 3.3.1 Terms and Conditions;
- 3.3.2 Statement or Scope of Work;
- 3.3.3 Attachments;
- 3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

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

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any

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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

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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.

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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 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.

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5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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**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.

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7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

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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

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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 Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties 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

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reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
  - 15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
  - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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**A. Background**

The mission of the Bureau of Women’s and Children’s Health (BWCH) is to “strengthen the family and community by promoting and improving the health status of women, infants, and children.” This is accomplished through the provision of community-based services and the facilitation of systems development. BWCH administers the federal Maternal Child Health Title V Block Grant, and other federally funded programs, as well as private and state supported programs.

The Bureau of Women’s and Children’s Health, Reproductive Health/Family Planning Program is a statewide clinic-based, primary care program that provides comprehensive family planning and reproductive health services to promote optimal health to Arizona’s men and women. Services include education, counseling, screening, and medical and referral services that enable people to make voluntary, informed decisions about the quantity and spacing of their children. Program services are preventive health services that enhance maternal and infant health, and the emotional and social health of the individual and the family. The Reproductive Health/Family Planning Program’s role is to: 1) promote reproductive health; 2) assist in reducing barriers to prenatal care; and 3) facilitate the accomplishment of the Bureau of Women’s and Children’s Health Strategic Plan.

The Arizona Department of Health Services (ADHS) is designated as the state agency responsible and accountable for program goals and expenditures. ADHS provides the criteria, policies, and requirements for developing and implementing the Reproductive Health/Family Planning Program. The Contractor is required to achieve and maintain certain minimum standards, and may use a variety of strategies and/or service delivery systems to achieve program standards and desired outcomes. Within the framework of the Reproductive Health/Family Planning Program is the flexibility for the Contractor to implement clinical programs and provide reproductive health services in a manner that suits the needs of the local community.

**B. Objective**

The objectives of the Reproductive Health/Family Planning Program are to:

1. Ensure access to health care by providing reproductive health/family planning education, counseling, medical care, screening, and referral services to low-income individuals living in rural underserved areas; and
2. Decrease the teen pregnancy rate by providing reproductive health/family planning education, counseling, medical care, and referral services to adolescents statewide.

**C. Scope of Work**

1. Within the structure and framework of the Reproductive Health/Family Planning Program, BWCH has delegated responsibility to the Contractor to develop, implement, and manage all aspects of the Program at the local level.
2. The Contractor shall comply with all standards and required services as outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual in developing, implementing, and managing its program.

**D. Tasks**

1. Administration, Management, and Organization
  - 1.1 The Contractor shall maintain an administrative, management, and organizational system that meets all requirements as outlined in this Contract and in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

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1.2 The Contractor shall meet all program requirements, as designated in this Contract and in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

1.3 The Contractor shall provide all deliverables within the time frames designated in this Contract.

2. Required Services

2.1 The Contractor shall provide the complete spectrum of covered reproductive health/family planning methods and services in accordance with current standards as established by the American College of Obstetricians and Gynecologists, and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual.

2.2 The Contractor shall provide the following services as part of an initial and annual exam, and at other times deemed medically appropriate:

2.2.1 Client History,

2.2.2 Client Education,

2.2.3 Counseling,

2.2.4 Physical Assessment,

2.2.5 Laboratory Testing, as medically indicated,

2.2.6 Fertility Regulation,

2.2.7 Level One Infertility Services,

2.2.8 Pregnancy Diagnosis and Counseling,

2.2.9 Adolescent Services,

2.2.10 Sexually Transmitted Infection Screening and Assessment, as medically indicated,

2.2.11 Reproductive Coercion Screening, referral and follow-up, and

2.2.12 Preconception care and reproductive life plan education and follow-up.

2.3 The Contractor shall make uninsured clients aware of the possibility of coverage through the Arizona Health Care Cost Containment System (AHCCCS), and shall provide referrals to AHCCCS as appropriate.

3. Eligibility

3.1 The Contractor shall provide services to persons from low-income families as the highest priority. Low income for the purpose of this program shall be considered to be 150% of the Federal Poverty Level (FPL). The FPL is determined by the Federal Office of Management and Budget and is revised annually.

4. Nondiscrimination

4.1 The Contractor shall provide family planning services without regard to religion, race, color, national origin, creed, disability, gender, number of pregnancies, marital status, age, ability to pay, sexual orientation, and contraceptive preference.

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5. Confidentiality

5.1 Every provider shall assure client confidentiality and provide safeguards for individuals against the invasion of personal privacy, as required by the Federal Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), and Arizona Revised Statutes.

6. Informed Consent

6.1 A written, informed consent statement shall be received from the client prior to receiving reproductive health services or medical treatment.

6.2 Clients choosing a prescription method of contraception shall receive a method specific consent form that shall be updated annually and/or with each change of prescriptive method.

7. Program Promotion

7.1 The Contractor shall establish and implement planned activities whereby their services are made known to the community.

8. Development and Maintenance of a Community Resource and Referral Network

8.1 The Contractor shall develop a comprehensive network of available community resources that can be utilized by clients as needed.

9. Development of Partnerships/Collaborative Efforts

9.1 The Contractor shall document efforts to develop partnerships and shall coordinate activities with other agencies and organizations in their local communities that provide reproductive health/family planning services and/or referral services.

10. Arizona Health Care Cost Containment System (AHCCCS) Provider Reimbursement

10.1 The Contractor shall serve AHCCCS eligible clients to monitor the need in their county to become an AHCCCS provider and maintain documentation of its efforts in becoming an AHCCCS provider.

11. Quality Management and Improvement

11.1 The Contractor shall develop a systematic process to continuously monitor the quality and appropriateness of client services, as well as look for ways to improve the Reproductive Health/Family Planning Program including, but not limited to: 1) resolving client problems; 2) providing client satisfaction surveys; and 3) routinely reviewing medical records.

12. Data Collection and Reporting

12.1 The Contractor shall maintain adequate supporting documentation to verify that units of service billed, match billable units of services provided. The supporting documentation shall also be used to verify that services were provided only to eligible clients.

12.2 The Contractor shall annually submit a line item budget, including all Title V funding. The Contractor shall maintain and submit a quarterly accounting of expenditures by line item. The Contractor shall maintain adequate supporting documentation to verify the line item budget.

13. Program Monitoring and Evaluation

13.1 The Program Manager will conduct an annual site review of the Contractor to assess contract

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compliance, to identify and recognize the Contractor's strengths and successes, to provide technical assistance, and to identify opportunities for better communication between BWCH and the Contractor.

**E. Requirements**

1. Excluded Services

1.1 The Contractor shall not provide abortion services as a method of family planning.

2. Medical Director Oversight

2.1 All medical functions for the Contractor's Reproductive Health/Family Planning Program shall be performed under protocols and/or standing orders approved by the Contractor's Medical Director, and shall be in compliance with state rules and laws.

3. Development of Written Materials for Distribution to Clients

3.1 All written materials for Reproductive Health/Family Planning clients shall be prepared in accordance with the Policy and Procedure Manual and approved by the ADHS Marketing/Communication committee prior to print.

4. Voluntary Participation

4.1 Use of program services by any individual shall be solely on a voluntary basis. Individuals shall not be coerced to receive services or to use or not use any particular method of family planning.

4.2 Acceptance of reproductive health/family planning services shall not be a prerequisite to eligibility for, or receipt of, any other service or assistance from, or participation in, any other programs.

5. Medical Records

5.1 Contractor's staff shall document all pertinent information about client interactions in a confidential client medical record.

5.2 Clients shall have access to their own records and shall have the right to correct any inaccurate information included in the records.

5.3 The Contractor shall follow all guidelines regarding maintenance, release, and storage of medical information, as required by HIPAA and Arizona Revised Statutes.

6. Professional and Clinic Facility Licensing and Standards

6.1 Clinics for the Reproductive Health/Family Planning Program shall be licensed by ADHS as Outpatient Treatment Centers, and shall meet all other applicable state and local codes.

6.2 The Contractor's personnel shall meet all professional certification and licensure requirements.

7. Availability and Accessibility of Clinic Services

7.1 Reproductive health/family planning facilities and services shall be geographically accessible to the population served. Times convenient to the persons seeking services should be considered when programming.

7.2 The facilities should be adequate to provide the necessary services and should be designed to ensure comfort and privacy to the client during registration and examination.

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- 7.3 The facilities should be readily accessible to people with disabilities.
- 7.4 All facilities shall have written plans and procedures for the management of emergencies.

8. Contractor Reimbursement

- 8.1 The Contractor shall submit a complete and accurate Contractor’s Expenditure Report (CER) on or before the 20th day of each month following service provision for payment from the state for contracted services provided.

**F. State Provided Items**

- 1. BWCH shall provide copies of the Reproductive Health/Family Planning Program Policy and Procedure Manual.

**G. Deliverables**

- 1. The Contractor shall submit Monthly Contractor Performance Reports and Contract Expenditure Reports (CERs) by the 20<sup>th</sup> day of the month following service provision. The report shall contain all information as specified in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- 2. The Contractor shall submit a quarterly accounting report of expenditures by line item outlining Reproductive Health/Family Planning expenditures. The quarterly expenditure report is due by April 20<sup>th</sup>, July 20<sup>th</sup>, October 20<sup>th</sup>, and January 20<sup>th</sup> of each contract year and shall accurately reflect the Contractor’s budget and expenditures to date in accordance with instructions as outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
- 3. The Contractor shall submit by January 31<sup>st</sup> of each year a listing of clinic hours, days, and locations.
- 4. The Contractor shall submit an annual evaluation report of its Reproductive Health/Family Planning Program site activities by January 20th of each contracted year. This report shall be prepared in accordance with specifications outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

**H. Acceptance**

- 1. Upon delivery and acceptance of the Monthly Performance Reports, the CERs, the quarterly line item budget, and the Annual Report, the Program Manager shall authorize payments. If there is an unavoidable delay in submission of any part of the CER report, the Contractor shall notify the Program Manager. Once the Program Manager has reviewed the CER for errors and/or omissions, the Contractor will be contacted to discuss any discrepancies found. CER’s not meeting specification shall be amended by the Contractor. Partial payment of CER’s submitted may be authorized by the Program Manager when, 1) Services are delivered, but are not approved by the Program Manager, or 2) Services are delivered, but are not allowed within the Title V guidelines. Once the BWCH Program Manager approves the CER, it will be forwarded for payment.

**I. Notices, Correspondence and Reports**

- 1. Notices, Correspondence, Reports, and Invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Women’s and Children’s Health  
Reproductive Health/Family Planning Program Manager  
150 North 18th Avenue, Suite 320  
Phoenix, Arizona 85007-3242

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
ADHS13-034536	

2. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Mr. Michael O'Driscoll  
Gila County Division of Health and Emergency Services  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501  
Email: modriscoll@co.gila.az.us

Ms. Lorraine Dalrymple, RN  
Health Services Program Manager  
ldalrymp@co.gila.az.us  
928-402-8807

3. Payments from ADHS to the Contractor shall be sent to:

Gila County Division of Health and Emergency Services  
5515 S. Apache Avenue, Suite 100  
Globe, AZ 85501  
Attn: Farah Chavez

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
ADHS13-034536	

**TITLE V FAMILY PLANNING/REPRODUCTIVE HEALTH**

Type of Unit	Rate per Unit	Unit of Measure	# of Units	Total
Initial & Annual Visits	\$240.00	Visit	70	\$16,800.00
Professional nursing services in support of a declared state of emergency	\$75.00	Hour	N/A	\$0.00
Services in support of declared state of emergency by staff other than a nurse	\$50.00	Hour	N/A	\$0.00
Annual Report	\$0.00	Each	N/A	\$0.00
<b>TOTAL</b>				<b>\$16,800.00</b>

**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.



*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-1592**

**4- H**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

**Reporting Period:** Globe Regional Justice Court Monthly Report for November, 2012

**Submitted For:** Mary Navarro

**Submitted By:** Mary Navarro,  
Justice Court  
Operations  
Mgr, Superior  
Court

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**Information**

**Subject**

Globe Regional Justice Court Monthly Report for November 2012

**Suggested Motion**

Approval of the November 2012 monthly departmental activity report submitted by the Globe Regional Justice Court.

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**Attachments**

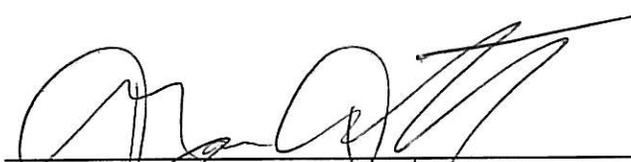
Globe Justice Court Month Report for 11/2013

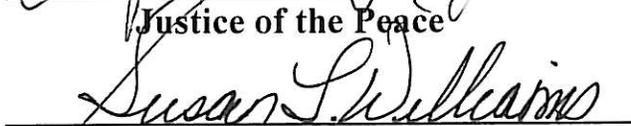
**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: November, 2012**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 4,067.98</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 9,809.40</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 8,248.18</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 5,629.20</b>

  
\_\_\_\_\_  
**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.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

NOVEMBER, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 108.29	\$ 5.42	\$ 102.87
Drug and Gaing Enforcement Fines	ZDECJ		STATE	\$ 774.60	\$ 38.73	\$ 735.87
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 50.00	\$ 2.50	\$ 47.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,078.29		\$ 3,078.29
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,997.15		\$ 1,997.15
Game and Fish - Wildlife	ZGF		STATE	\$ 34.54	\$ 1.73	\$ 32.81
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 3,689.63	\$ 184.49	\$ 3,505.14
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ 26.50	\$ 1.33	\$ 25.17
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ 60.10	\$ 3.01	\$ 57.09
HURF - to DPS	ZHRFD		STATE	\$ 15.03	\$ 0.76	\$ 14.27
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 18.23	\$ 0.92	\$ 17.31
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	\$ 49.56	\$ 2.48	\$ 47.08
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ 75.48	\$ 3.78	\$ 71.70
Confidential Address Assessment - State Treasurer	ZCAA1	1005.311.3360.85		\$ 47.50	\$ 2.38	\$ 45.12
Confidential Address Assessment - Local	ZCAA2	1005.311.3800.30		\$ 2.50	\$ 0.13	\$ 2.37
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,568.38		\$ 1,568.38
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 7,760.88	\$ 388.05	\$ 7,372.83
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,050.00	\$ 52.50	\$ 997.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 925.42	\$ 46.28	\$ 879.14
DUI Abatement	ZDUJA		T889-2061	\$ 30.00	\$ 1.50	\$ 28.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 370.23	\$ 18.52	\$ 351.71
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 17.02	\$ 0.86	\$ 16.16
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,035.30	\$ 51.77	\$ 983.53
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,881.83	\$ 744.10	\$ 14,137.73
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,093.79	\$ 54.69	\$ 1,039.10
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,435.68	\$ 71.79	\$ 1,363.89
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	\$ 830.87		\$ 830.87
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 164.71	\$ 8.24	\$ 156.47
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,546.49		\$ 1,546.49
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 377.00	\$ 18.85	\$ 358.15
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,807.53		\$ 1,807.53
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 191.81	\$ 9.60	\$ 182.21
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 139.94		\$ 139.94
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 93.28		\$ 93.28
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 29.59	\$ 1.48	\$ 28.11
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 422.70	\$ 21.14	\$ 401.56
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 2,146.67	\$ 107.34	\$ 2,039.33
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,483.06	\$ 74.16	\$ 1,408.90
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 185.34	\$ 9.27	\$ 176.07
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 44.92	\$ 2.25	\$ 42.67
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 75.91	\$ 3.80	\$ 72.11
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 610.86	\$ 30.55	\$ 580.31
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 0.60	\$ 0.03	\$ 0.57
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	\$ 6.54	\$ 0.33	\$ 6.21
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	\$ 2.26	\$ 0.12	\$ 2.14
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	\$ 11.81	\$ 0.60	\$ 11.21
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 135.97	\$ 6.80	\$ 129.17
Prison Construction Fund	ZPCOF		T908-2061	\$ 3,656.95	\$ 182.85	\$ 3,474.10
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 201.77	\$ 10.09	\$ 191.68
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 3,953.47	\$ 197.67	\$ 3,755.80
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 58.70	\$ 2.94	\$ 55.76
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 301.47		\$ 301.47
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 3,062.91		\$ 3,062.91
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 2,041.94		\$ 2,041.94
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

NOVEMBER, 2012	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 15.00	\$ 0.75	\$ 14.25
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	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 63,796.53</b>	<b>\$ 2,366.61</b>	<b>\$ 61,429.92</b>
<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>						<b>\$ 61,429.92</b>
TOTAL RESTITUTION RECEIVED						\$ 2,083.02
TOTAL RECEIPTS THIS MONTH						\$ 65,879.55

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
		\$ 9,613.47	ARIZONA STATE TREASURER
		\$ 54,183.06	GILA COUNTY TREASURER
		\$ -	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 63,796.53</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

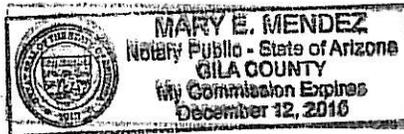
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of NOVEMBER, 2012.

Justice of the Peace

Subscribed and Sworn to before me this 21<sup>st</sup> day of December, 2012.

Notary Public

My Commission Expires: 12-12-2015



**ARF-1600**

**Consent Agenda Item 4- I**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

**Reporting Period:** November 13, 2012, and November 20, 2012, BOS Minutes

**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**

November 13, 2012, and November 20, 2012, BOS Minutes

**Suggested Motion**

Approval of the November 13, 2012, and November 20, 2012, BOS Minutes.

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**Attachments**

11-13-12 BOS Minutes

11-20-12 BOS Minutes

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: November 13, 2012

**TOMMIE C. MARTIN**  
Chairman

**JOHN F. NELSON**  
Clerk of the Board

**SHIRLEY L. DAWSON**  
Vice-Chairman

By: Marilyn Brewer  
Deputy Clerk

**MICHAEL A. PASTOR**  
Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tommie C. Martin, Chairman (via phone conferencing); Shirley L. Dawson, Vice-Chairman (via ITV conferencing); Michael A. Pastor, Supervisor (via ITV conferencing); Don McDaniel, Jr., County Manager (via ITV conferencing); John Nelson, Deputy County Manager/Clerk (via ITV conferencing); Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

At the request of Chairman Martin, Vice-Chairman Dawson was asked to chair this meeting.

**Item 1 – Call to Order – Pledge of Allegiance – Invocation**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Don McDaniel led the Pledge of Allegiance and Reverend Bart Campbell of the Church of Christ in Globe delivered the invocation.

**Item 2 – PRESENTATIONS:**

**2A. Public recognition of 3 employees for October's "Spotlight on Employees" Program, as follows: Stephanie Casillas, Lyndi Lopez and Stephanie Szpotowski.**

Julie Bocardo-Homan, Human Resources Assistant, presented a gift card as a recognition award to Stephanie Casillas, Lyndi Lopez and Stephanie Szpotowski for October's Spotlight on Employees Program. Each Board member thanked the employees for their dedicated work.

**Item 3 – REGULAR AGENDA ITEMS:**

**3A. Information/Discussion/Action to approve a Non-Exclusive License Agreement between Gila County and Telink Networks, SW, LLC for the co-location of communications equipment in the Gila County communications site on Mt. Ord for a period of three (3) years beginning November 13, 2012, and ending November 13, 2015.**

Michael O'Driscoll, Health & Emergency Services Division Director, stated that this Agreement with Telink Networks is for building a statewide wireless emergency services communication system for the sole purpose of establishing and operating SACNet (State of Arizona Counties Communication Network), a public private initiative for the purpose of providing commercial broadband communication services to local government entities as well as community anchor institutions such as libraries and public safety agencies. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved a Non-Exclusive License Agreement between Gila County and Telink Networks, SW, LLC for the co-location of communications equipment in the Gila County communications site on Mt. Ord for a period of three (3) years beginning November 13, 2012, and ending November 13, 2015.

**3B. Information/Discussion/Action to approve a one-time Economic Development Grant in the amount of \$25,000 to the Town of Miami for the continued operation and expansion of the Cobre Valley Community Transit System. Further that an Intergovernmental Agreement between Gila County and the Town of Miami be drafted and returned to the Board of Supervisors for approval prior to the distribution of funds.**

Jerry Barnes, Town of Miami Manager, stated that the Cobre Valley Community Transit System has been an important part of the community. Mr. Barnes stated that he was present to request a commitment from Gila County to partner with the Town of Miami and the City of Globe in the amount of \$25,000. He stated that a study was done, which started as a Planning Assistant for Rural Areas (PARA) study through the Arizona Department of Transportation (ADOT) and was performed by Jacobs Engineering to study the areas of the Town of Miami, Globe and some of the unincorporated areas of Gila County-southern region. He noted that Rick Powers of Jacobs Engineering was present to provide an update on that study to the Board. Mr. Powers then presented a PowerPoint presentation entitled "Cobre Valley Community Transit Services." He stated that ADOT, in cooperation with the Town of Miami, City of Globe, Central Arizona Association of Governments, and Gila County, is in the process of preparing a comprehensive Long Range Transportation Plan for the Cobre Valley area and transit is a key element in this study. The present transit system, which provides a vital transportation service, has been operating in the local community since 1987 with the Town of Miami managing an ADOT 5311 grant contract and providing administrative support. Mr. Powers stated that as a part of the study a consultant was hired, M. Green & Associates, and Melanie Green, Owner, would continue the

presentation. Ms. Green explained that the short-term improvements for the local transit would include the following: 1) a deviated fixed route system, which would establish 2 new fixed routes with demand response support; 2) enhanced partnerships, which would include strengthening existing partnerships and seeking to establish new support of the system; 3) design and establish a marketing strategy, which should be designed and established prior to the implementation of the new fixed route system; and 4) policy and procedure management and management system updates, which would include record keeping protocols and filing systems for program compliance. She also reviewed all the capital improvements that needed to be made in order to build up the system, which would include new buses, asphalt for the parking area, a vehicle lift, installation of signs, installation of bus shelters, an upgrade of communication equipment, computer upgrade, routing software, card reader system, small transfer stations and a new bus barn with wash facilities. The next portion of the presentation was about the Cobre Valley Community Transit (CVCT) recommendations of converting the existing CVCT Dial-A-Ride Program into a deviated fixed route system with Dial-A-Ride support services. Ms. Green provided an in-depth explanation of the deviated fixed route system including maps of the proposed fixed route service and a recommended time table for the new routes, which would begin at the Miami Senior Center and continue to the Gila Community College area with various stops in between. A second route would follow the same course; however, one route would start in the east and the other would start from the west with both making the same stops to eliminate people from having to wait for long periods of time. A third line on the map indicated where the busses could deviate from the fixed route to go along a  $\frac{3}{4}$  mile area that allows for deviations to reach the elderly and disabled bringing them to the fixed route system. The two main routes would run daily 5 days a week and it will later be determined in terms of cost effectiveness if the ridership could be expanded to 6 days. The Wheatfields route will probably begin with 3 days of service per week with 1 run per day. Ms. Green noted that the stops were decided based on a lot of public input from riders of the current system, the drivers, the senior centers, the Transit Advisory Committee and the region-wide Transit Coordination Group consisting of non-profit and community organizations from around the County. Upon inquiry by Supervisor Pastor about a stop at Madera Peak, Ms. Green replied that there was not currently a stop there as well as a couple of other areas that would be stretching the length and time of the route, but those areas are in the transit study as expansion possibilities. Chairman Dawson stated that she also felt that the Madera Peak area would be an essential place to review because of the required qualifications for people living there. Ms. Green then briefly reviewed the budget stating that in the past the transportation system has requested as much as \$27,000 from Gila County. She noted that in this case, the system is being expanded substantially; however, only \$25,000 is being requested from Gila County, which is the match rate that allows the program to go to ADOT with a request for the bulk of the funding. The Town of Miami and the City of Globe have both committed to a

match of \$25,000 by way of cash or in-kind services. For the administrative budget, ADOT will pay 80% of the expenses with a match from the partners of 20%. For the operating budget, it's a 50/50 split between ADOT and the partners. Chairman Dawson inquired about the rental space expense in the budget under Administrative Expenses-Other. Ms. Green stated that with ADOT, a claim can be made for the value of the spaces that are used in order to provide the services so this allows the Town of Miami to claim a portion of its building that is used to run this program and that becomes part of the Town's in-kind match. The Town would be providing space in the Public Works Department for the bus maintenance and a bus storage lot that is fenced for security. Supervisor Pastor inquired about the required signage and inquired if Mr. Barnes had provided the information after meeting with Steve Stratton, Gila County Public Works Division Director, to see if the County could help in that area. Mr. Barnes replied that he is in the process of gathering that information and it will then be sent to Mr. Stratton to see if the County can meet those needs. He stated that is on the capital side of the budget and is already figured into the budget. It would actually be a check back to the County to purchase the signs. Mr. Barnes again requested continued support from the County to assist with transportation for the people in the community. Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously approved a one-time Economic Development Grant in the amount of \$25,000 to the Town of Miami for the continued operation and expansion of the Cobre Valley Community Transit System. Further that an Intergovernmental Agreement between Gila County and the Town of Miami be drafted and returned to the Board of Supervisors for approval prior to the distribution of funds.

**3C. Information/Discussion/Action to approve an Intergovernmental Agreement-Economic Development Grant between Gila County and the Christopher-Kohl's Fire District for a grant not to exceed \$13,000 to purchase a replacement single emergency cardiac monitor for this remote area in Gila County; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.**

Don McDaniel, County Manager, stated that this was another opportunity for the Board to grant to a fire district a special need, which in this case is for a heart monitor. This fire district covers a great deal of area under the Rim and they have a need for this \$13,000 piece of equipment. He stated that staff requested that the Board approve this one-time grant to the Christopher-Kohl's Fire District. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved an Intergovernmental Agreement-Economic Development Grant between Gila County and the Christopher-Kohl's Fire District for a grant not to exceed \$13,000 to purchase a replacement single emergency cardiac monitor for this remote area in Gila County; and further,

the Board determined this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

**3D. Information/Discussion/Action to approve a one-time lump sum payment to employees based upon the annual change in the Consumer Price Index (June 30, 2012 at 1.7%) per Alternative #3 and instruct staff to implement the payment in accordance with the details outlined in the Conclusion section of the staff report for this item at a total cost of approximately \$460,000.**

Mr. McDaniel stated that he was pleased to bring this request to the Board for consideration. He stated that early in the budget preparation, it was discussed about perhaps getting elected officials and appointed department heads to reduce their budgets by 5%. They accomplished that goal and the budget was adopted at 5% less than the previous year's budget. Also discussed was the possibility of having the elected officials and department heads further reduce their actual spending by an additional 5% with the idea that one of the things to be funded would be a one-time lump sum payment to employees. It has been almost 5 years, in January 2008, since employees last received an increase in pay under the old system of 2.5%. He stated that staff considered 3 alternatives to bring to the Board for approval and one that would be the most equitable to taxpayers as well as employees. The following were considered: 1) to take the old system of the 2.5% one-time lump sum payment; however, that was the most costly; 2) to take the \$500,000 in the budget and divide that equally among the qualified employees; however, that was considered probably not the best way to provide this one-time lump sum payment; and 3) the recommended alternative was to look at what the cost of living has increased in the past year based on a reading of the consumer price index in the unadjusted 12-month period as of June 20, 2012, which showed a 1.7% increase. That would equate on a per employee basis to a \$670 gross payment and after withholding deductions, the payment would range from \$425 to \$525 with a total cost to the County of \$460,000. It was felt the timing was fairly important, so the payment would be made to employees on November 29, 2012, after Thanksgiving and before Christmas as a hard copy check. The payment will be available to eligible employees, including part-time employees on a prorated basis, that were on the payroll as of October 1, 2012, and still on the payroll at the effective date of November 29, 2012, so all who are in that category are eligible. The payment will not be available to temporary employees. Each Board member thanked Mr. McDaniel and the management team for being able to sit down with department heads and elected officials and work out this type of agreement on behalf of the employees. Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously approved a one-time lump sum payment to employees based upon the annual change in the Consumer Price Index (June 30, 2012 at 1.7%) per Alternative #3 and instructed staff to implement the payment in accordance with the details outlined in the Conclusion section of the staff report for this item at a total cost

of approximately \$460,000.

**ITEM 4 – CONSENT AGENDA ACTION ITEMS:**

**4A. Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Housing Services, changing the reimbursement ceiling for the service Case Management from \$320,006 to \$403,042, an increase of \$83,036; and changing the reimbursement ceiling for the service Community Services from \$150,000 to \$156,000, an increase of \$6,000, which includes \$6,000 "Carry Forward" funding, effective on the date of the last signature through June 30, 2013.**

**4B. Authorization of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 between the Arizona Department of Homeland Security and Gila County Emergency Management in order to extend the term of this Agreement through September 30, 2013.**

**4C. Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$40,000 awarded as AZDOHS Grant Agreement No. 999302-01 (Project Title: NECP Compliance and Interoperable Communications Gap Closure) be retained and managed by the Arizona Strategic Enterprise Technology Office in coordination with AZDOHS for the grant performance period of October 1, 2012, through September 30, 2013.**

**4D. Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$15,000 awarded as AZDOHS Grant Agreement No. 999302-02 (Project Title: TICP Development Workshop) be retained and managed by the Arizona Strategic Enterprise Technology Office in coordination with AZDOHS for the grant performance period of October 1, 2012, through September 30, 2013.**

**4E. Authorization of the Chairman's signature on a Memorandum of Understanding with the Arizona Department of Homeland Security (AZDOHS) stating that the \$33,000 awarded as Grant Agreement No. 999302-03 (Project Title: East Region Training and Exercise) be retained and managed by the Arizona Division of Emergency Management in coordination with AZDOS for the grant performance period of October 1, 2012, through September 30, 2013.**

**4F. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS11-004485) between Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amount of \$313,130 to extend services for the period of October 1, 2012, through September 30, 2013.**

**4G. Ratification of the Board of Supervisors' authorization for the County Manager's signature on a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor on November 10, 2012.**

**4H. Approval to accept an Application for Franchise submitted by Collins Ranch Water Users' Association to renew its franchise for an additional 15 years in order to continue providing domestic and residential water to its members, and set a public hearing date of Tuesday, December 4, 2012, at 10:00 a.m. to consider the granting of said Franchise.**

**4I. Approval of the September 2012 monthly activity report submitted by the Globe Regional Justice Court.**

**4J. Approval of the September 2012 monthly activity report submitted by the Payson Regional Constable's Office.**

**4K. Approval of the September 2012 monthly activity report submitted by the Clerk of the Superior Court.**

**4L. Approval of the September 2012 monthly activity report submitted by the Recorder's Office.**

**4M. Approval of the September 2012 monthly activity report submitted by the Payson Regional Justice of the Peace.**

**4N. Approval of the September 25, 2012, October 9, 2012, and October 16, 2012, BOS meeting minutes.**

**4O. Acknowledgment of the Human Resources Reports for the weeks of October 2, 2012, October 9, 2012, October 16, 2012, October 23, 2012, and October 30, 2012.**

**October 2, 2012**

**Departures from County Service:**

1. Ramai Alvarez – County Attorney – Deputy County Attorney Senior – 01/03/13 – General Fund – DOH 11/24/08 – Resignation
2. Vernon Davis – Public Works – Road Maintenance/Equipment Operator – 09/17/12 – Public Works Fund – DOH 02/12/07 – Resignation
3. Kyle Mann – County Attorney – Deputy County Attorney Senior Part Time –

- 10/02/12 – General Fund – DOH 09/16/08 – Resignation
4. Angel Perez – Board of Supervisors – Temporary Laborer – 09/19/12 – General Fund/Constituent Services District II – DOH 06/21/12 – Temporary employment ended

Hires to County Service:

5. Larry Perez – Public Works – Road Maintenance Worker – 10/04/12 – Public Works Fund – Replacing Zackery Andrade

Departmental Transfers:

6. Helene Lopez – Community Services – From Community Services Worker – To G.E.S.T. Program Manager – 10/04/12 – G.E.S.T. Funds

Position Review:

7. Joe Williams – Assessor – Property Appraiser 1 – 06/29/12 – Salary increase due to Level 1 Property Appraiser Certification

Request Permission to Post:

8. Assessor – Temporary Title Examiner
9. Public Works – Road Maintenance/Equipment Operator – Vacated by Anna Sanchez

**October 9, 2012**

Departures from County Service

1. Judy Alexander – Probation – Administrative Clerk Senior – 09/25/12 – General Fund – DOH 03/16/09 – Resignation
2. Michael Snively – Probation – Deputy Probation Officer 2 – 09/28/12 – Juvenile Standards Probation Fund – DOH 09/09/02 – Retirement
3. Sigifredo Marquez – Probation – Deputy Probation Officer – 09/28/12 – General Fund – DOH 01/09/12 – Resignation

Hires to County Service:

4. Alison Manista – Probation – Deputy Probations Officer I – 10/15/12 – Juvenile Standards Probation Fund – Replacing Michael Snively
5. Gretchen Spier – Probation – Deputy Probation Officer I – 10/15/12 – Juvenile Intensive Probation Fund – Replacing Erwin Diaz
6. Michael Paul Cruz – Sheriff's Office – Detention Officer – 10/15/12 – General Fund – Replacing Christopher Gray
7. Victoria Elena Sanchez – School Superintendent – Administrative Assistant – 10/15/12 – General Fund – Replacing Julia Vasquez
8. Amber Renee Campbell – School Superintendent – Accounting Clerk – 10/01/12 – General Fund – Replacing Anthony Martinez
9. Barbara Smallwood – Payson Regional Justice Court – Justice Court Clerk Associate – 10/08/12 – General Fund – Replacing Stephanie Gibson

Request Permission to Post:

10. Health Department – Administrative Clerk – Vacated by Stephanie Chaidez

**October 16, 2012**

Departures from County Service

1. Christine Drake – Payson Regional Justice Court – Justice Court Clerk Associate – 09/24/12 – General Fund – DOH 08/27/12 – Resignation

2. Kayla C. Porter – Sheriff’s Office – 911 Dispatcher Relief – 09/23/12 – General Fund – DOH 07/02/12 – Resignation
3. James A. Eskew – Sheriff’s Office – Detention Commander – 12/31/12 – General Fund – DOH 05/24/93 – Retirement
4. Daniel Prather – Probation – Deputy Probation Officer 2 – 10/19/12 – General Fund – DOH 10/15/07 – Resignation
5. Erwin Diaz – Probation – Juvenile Detention Shift Supervisor – 10/24/12 – General Fund – DOH 08/25/08 – Resignation
6. Traci Borquez – Probation – Administrative Clerk Senior – 10/12/12 – Adult Intensive Probation Supervision Fund – DOH 12/17/07 – Resignation

Hires to County Service:

7. Louisa Talahytewa – Recorder’s Office – Voter Outreach Assistant – 10/18/12 – General Fund – Replacing Julie Anderson
8. Amber Dean – Probation – Administrative Clerk Senior – 10/22/12 – Various Funds – Replacing Lauryn Mooney
9. Patricia Espinoza-Barcon – Probation – Administrative Clerk Senior – 10/22/12 – Adult Intensive Probation Supervision – Replacing Traci Borquez

Temporary Hires to County Service:

10. Mario Dorame – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
11. Thomas Dorame – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
12. Austin Livingood – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
13. Jacob Sanchez – Board of Supervisors – Temporary Laborer – 10/18/12 – General Fund/Constituent Services District II Fund
14. Stephanie Dean – Library District – Community Liaison – 10/04/12 – Library District Grants Fund

Departmental Transfers:

15. Sandra Yoder – From Payson Regional Justice Court – To Probation – From Justice Court Clerk Associate – To Administrative Clerk Senior – 10/22/12 – From General Fund – To Juvenile Intensive Probation Supervision Fund
16. Valerie Hereford – From Health Services – To County Attorney – From Administrative Clerk Senior – To Legal Secretary Senior – 10/22/12 – From Health Service Fund – To General Fund

End Probationary Period:

17. Samantha Dickison – Health Services – Animal Control Worker – 09/19/12 – Rabies Control Fund
18. Carol Tanner – Health Services – Administrative Clerk Senior – 09/22/12 – Immunization Fund
19. Valarie Hereford – Health Services – Administrative Clerk Senior – 09/22/12 – Health Service Fund
20. Matthew J. Waddell – Sheriff’s Office – Detention Officer – 12/20/11 – General Fund
21. Velma Estrada – Child Support – Administrative Clerk – 09/29/12 –

General Fund

22. Kari Pratt – Child Support – Case Manager – 08/13/12 – General Fund
23. Karla Sipes – County Attorney – Legal Secretary Senior – 10/22/12 – Attorney’s Justice Enhancement Fund
24. Kevin P. Roberts – Sheriff’s Office – Detention Officer – 10/10/12 – General Fund
25. Sharisse Dee – Sheriff’s Office – Detention Officer – 10/06/12 – General Fund

Position Review:

26. Lauryn Mooney – Probation – Administrative Clerk Senior – 10/22/12 – Change in fund code
27. Brenda Cova – Probation – Administrative Clerk Senior – 10/22/12 – Change in fund code
28. Jessica Lynn Cruz – Clerk of the Superior Court – Court Clerk – 09/13/12 – Will not return to the Sheriff’s Office but will remain employed with the Clerk of the Superior Court

**October 23, 2012**

Departures from County Service:

1. Travis Buckner – Public Works – Vehicle and Equipment Mechanic Senior – 08/06/12 – Public Works Fund – DOH 11/23/09 – Resignation
2. Gladys Stevens – Public Works – Temporary Custodian – 10/08/12 – Facilities Management Fund – DOH 06/28/11 – Resignation
3. Billy Stevens – Public Works – Temporary Custodian – 10/08/12 – Facilities Management Fund – DOH 06/28/11 – Resignation
4. Clifford Carnahan – Sheriff’s Office – Detention Officer – 10/21/12 – General Fund – DOH 01/21/08 – Resignation
5. Nathaneal Cutter – Public Works – Automotive Mechanic – 10/19/12 – Public Works Fund – DOH 05/12/08 – Resignation

Hire to County Service:

6. Teresa Marie Diettrich – Sheriff’s Office – 911 Dispatcher – 10/29/12 – General Fund – Replacing Diana Ortiz
7. Ashlie Enfield-Goss – Sheriff’s Office – Administrative Clerk – 10/29/12 – General Fund – Replacing Linda Allinson
8. Michael Joseph Fucci – Sheriff’s Office – Detention Officer – 10/29/12 – General Fund – Replacing Jonathan Deste

Departmental Transfers:

9. Nancy Neumann – Sheriff’s Office – From Administrative Clerk – To Executive Administrative Assistant – 10/29/12 – General Fund

End Probationary Period:

10. Melissa Marie Ramos – Sheriff’s Office – Detention Officer – 10/10/12 – General Fund
11. Gary Eggert – Sheriff’s Office – Deputy Sheriff – 10/05/12 – General Fund
12. Barbra White – Health Services – Community Health Assistant – 09/29/12 – Various Funds
13. Marquis Clark – Sheriff’s Office – Deputy Sheriff – 09/12/12 – General

Fund

Position Review:

14. Stacey Rachelle Bryant – Sheriff's Office – 911 Dispatcher – 10/29/12 – Change in Position Control Number
15. Joseph Williams – Assessor – Appraiser 1 – 06/29/12 – Correction to Payroll Authorization submitted on 09/19/12

Request Permission to Post:

16. Health Services – Administrative Clerk Senior – Vacated by Valerie Hereford
17. Sheriff's Office – Administrative Clerk – Vacated by Nancy Neumann
18. Board of Supervisors Constituent Services 3 – Temporary Community Liaison

**October 30, 2012**

Departures from County Service:

1. Mirtha Cerna – Public Works – Custodian PT – 10/13/12 – Facilities Management Fund – DOH 03/05/03 – Resignation
2. Alonso Ramirez – Public Works – Custodian PT – 10/13/12 – Facilities Management Fund – DOH 06/26/00 – Resignation
3. Margaret Toot – Clerk of the Superior Court – Consultant – 10/22/12 – Document Conversion Superior Court Fund – DOH 07/01/72 – Completion of project
4. Carolyn Cummings – Finance – Accountant Senior – 10/17/12 – General Fund – DOH 07/30/12 – Resignation
5. Leonard McIntosh – Probation – Juvenile Detention Officer – 10/17/12 – General Fund – DOH 01/31/11 – Resignation
6. Marion Frank Faubush – Public Works – Temporary Building & Grounds Maintenance Worker – 09/25/12 – Facilities Management Fund – DOH 09/12/12 – Temporary employment ended
7. Patricia Miranda – Public Works – Temporary Custodian – 10/12/12 – Facilities Management Fund – DOH 06/28/11 – Resignation

Hires to County Service:

8. Lisa Dzera – Sheriff's Office – Administrative Clerk – 10/29/12 – General Fund – Reinstatement
9. Joshua Beck – Health Services – Worksite Wellness Coordinator – 11/05/12 – Population Health Policy Initiative Fund
10. Kristy Ruth Jackson – Globe Regional Justice Court – Justice Court Clerk Associate – 11/05/12 – General Fund – Replacing Leigh Ann Kenton

Temporary Hires to County Service:

11. Karen Rork – Rural Addressing – Temporary Administrative Clerk – 11/05/12 – General Fund
12. James Feezor – Board of Supervisors – Community Liaison – 10/18/12 – General Fund/Constituent Services District 3

Departmental Transfers:

13. Nancy Mach – Health Services – From Community Health Assistant – To Home Visitation Coordinator – 10/11/12 – From Public Health

Accreditation Fund – To Maternal, Infants and Early Childhood – Home Visits Fun

14. Carlos G. Mejia – From County Attorney – To Law Library – From Detective – To Bailiff/Interpreter – 11/05/12 – From General Fund – To Law Library Fund
15. Marc Stanley – County Attorney – From Law Clerk – To Deputy County Attorney – 10/22/12 – General Fund

End Probationary Period:

16. David Christopher Kell – Sheriff’s Office – Detention Officer Sergeant – 10/10/12 – General Fund
17. James Gibson – Public Works – Solid Waste Services Worker – 11/03/12 – Recycling and Landfill Management Fund
18. Miriam Jones – Globe Regional Justice Court – Justice Court Clerk Associate – 08/27/12 – General Fund
19. Thomas Dando – Public Works – Solid Waste Services Worker – 11/05/12 – Recycling and Landfill Management
20. Debra Gildersleeve – Probation – Probation Aide – 10/24/12 – General Fund

Position Review:

21. Gretchen Spier – Probation – Deputy Probation Officer 2 – 10/22/12 – State Aid Enhancement Fund – Correction to salary and change in fund code
22. Lisa Foster – Probation – Deputy Probation Officer 2 – 10/22/12 – Adult Intensive Probation Supervision Fund – Change in fund code
23. Erika Pisano – Probation – Deputy Probation Officer 2 – 10/22/12 – Juvenile Standards Probation Fund – Change in fund code
24. Alison Manista – Probation – Deputy Probation Officer 1 – 10/22/12 – Diversion Intake – Change in fund code
25. Brenda Newton – Probation – Deputy Probation Officer 2 – 10/22/12 – Juvenile Intensive Probation Supervision Fund – Change in fund code
26. Jeremy Soden – Probation – Deputy Probation Officer 2 – 10/22/12 – State Aid Enhancement Fund – Change in fund code

Request Permission to Post:

27. County Attorney’s Office – Detective – Vacated by Carlos Mejia
28. Public Works – Custodian PT – Vacated by Mirtha Cerna

**4P. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 8, 2012, to October 12, 2012 and October 15, 2012 to October 19, 2012.**

Copies of the contract reports are on file in the Board of Supervisors’ Office.

**4Q. Approval of finance reports/demands/transfers for the weeks of October 23, 2012, October 30, 2012, November 6, 2012, and November 13, 2012.**

**October 23, 2012**

\$1,050,642.51 was disbursed for County expenses by check numbers 249714 through 249836.

**October 30, 2012**

\$1,573,407.56 was disbursed for County expenses by check numbers 249837 through 250003.

**November 6, 2012**

\$669,805.91 was disbursed for County expenses by check numbers 250004 through 250116.

**November 13, 2012**

\$2,312,521.07 was disbursed for County expenses by check numbers 250117 through 250291. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Mr. McDaniel noted that he wanted to comment on Consent Agenda action item 4O regarding the acknowledgment of the Human Resources reports for the weeks of October. He stated that the County recently rehired an individual within the 90-day waiting period, which was waived. He stated that if this item was approved, the Board would be approving the rehire of that individual within the 90 days, which was in accordance with his recommendation. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda action items 4A through 4Q.

**Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.**

There were no requests to speak from the public.

**Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 10:54 a.m.

**APPROVED:**

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Tommie C. Martin, Chairman

**ATTEST:**

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Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: November 20, 2012

**TOMMIE C. MARTIN**

Chairman

**JOHN F. NELSON**

Clerk of the Board

**SHIRLEY L. DAWSON**

Vice-Chairman

By: Marilyn Brewer  
Deputy Clerk

**MICHAEL A. PASTOR**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tommie C. Martin, Chairman (by phone 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.

At the request of Chairman Martin, Vice-Chairman Dawson was asked to chair this meeting.

**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. Linda Eastlick led the Pledge of Allegiance and Reverend Rich Richey of the Payson First Church of the Nazarene delivered the invocation.

**Item 2 – REGULAR AGENDA ITEMS:**

**2A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 6, 2012, in Gila County, Arizona, and declare the results official. (Linda Eastlick)**

Linda Eastlick, Elections Director, thanked the Recorder, Sadie Tomerlin, and her staff who worked very hard to provide the early ballots and provisional ballots to the Elections Department in a timely manner. She advised the Board that this has been a very difficult closing for all the counties in Arizona due to the increased number of early and provisional ballots received. The Secretary of State Bennett has talked about making some changes in the voting process and Ms. Eastlick will also be looking at some changes within Gila County to help eliminate some of the delays. Ms. Eastlick then presented the election

results to the Board. She began with the voting trends noting that voter registration from 2004 to 2012 for the General Election has increased by 20%; the number of people voting at a polling place has decreased by 46%; the early voting increased by 70%; and all of these changes have made a tremendous impact on the way the Election's Department counts and tabulates the ballots and the length of time it is now taking to complete the election process. The Recorder's Office mailed out 17,231 ballots and of those 14,126, nearly 82%, was actually tabulated. There were a few rejections as noted in the report. She stated that these huge changes in Gila County voting leads even more to the point of establishing vote centers or calling places, which are a consolidation of polling places into fewer locations and where the County would provide the opportunity for people to vote at almost any place within the County. She stated that this will be one of the goals for the year with some funding established and an evaluation will be done to see how much of the funding can be used to create these new vote centers. She advised that another item that needs to be reviewed is called central count, which is the ability for the County to process ballots not by precinct, but just in total as it is very time consuming to sort ballots and process each one by precinct. So that will be reviewed as a way for the Election's Department to increase its efficiency for counting early and provisional ballots. Supervisor Pastor inquired if that change would require preclearance approval from the U.S. Department of Justice (DOJ). Ms. Eastlick replied that it would require DOJ approval and there are already 2 other Arizona counties that have moved forward with the vote centers and many counties already do central counts. Ms. Eastlick then continued with the canvass of the election by reviewing the section that included the list of precincts and voter turnout for Gila County as well as for the entire state, which showed that Gila County's turnout was about 5% less than the turnout for the 2008 election by county. Also reviewed were the precinct by precinct total ballots, the polling place ballots, the early ballots and provisional ballots processed for each of the precincts and lastly a total ballot summary. Also provided were numerous details for each of the precincts that could be reviewed by the Board at its leisure. The next section included the election results of the early ballots and a summary of the early ballots including the 16 that were rejected and the reasons. The following section included information about the provisional ballots in regard to each precinct, the results of the election and a provisional ballot summary, which showed there were 1,317 provisional ballots received, 266 were rejected and 178 of those people were not registered, so 1,051 were verified for tabulation. The next section was on the official write-in candidates; however, there were none for Gila County. The final item was a complete summary of the results for the Northern Gila County Sanitary District (District), which have been forwarded to the District's Board to review. Supervisor Pastor thanked Ms. Eastlick and her staff, as well as the Recorder and staff for all of the hard work they had accomplished over the past weeks noting that it was much appreciated. Vice-Chairman Dawson thanked Ms. Eastlick for the work done by the Elections Department staff. She then stated, "We have miles to go on voter registration and provisional ballots

especially in minority groups and hopefully that will be something that will be addressed in the coming years and Mr. Bennett and I will be discussing some of the efforts among the Native Americans and also Ann Kirkpatrick is going to take that as one of her objectives.” Chairman Martin thanked Ms. Eastlick and her staff for the time and effort invested in this election. Chairman Martin stated that she was anxious to get into the conversation about how to make the changes that need to come because she thinks the County needs to have far fewer polling places and more accommodating ways to do the early balloting. She stated that both the Recorder’s Office and the Election’s Department do a yeoman’s job with the early voting and she believes that will increase in the future. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board canvassed the election results contained in the Official Canvass of the General Election held November 6, 2012, in Gila County, Arizona, and unanimously declared the results official.

**2B. Information/Discussion/Action to acknowledge the extension of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) #2009-DJ-BX-0304 between Gila County and the U.S. Department of Justice in the amount of \$11,053 to continue to support overtime pay for deputies working with the Gila County Sheriff’s Office Drug, Gang, and Violent Crime Task Force agents for the period October 1, 2012, through March 31, 2013. The Gila County Sheriff’s Office would like to entertain any public comments from the audience.**

Johnny Sanchez, Task Force Commander, stated that this is an extension of the Edward Byrne Grant that will allow the Sheriff’s Office to use the funds for overtime pay for the officers. This is an extension for 2013 in the amount of \$11,053. Chairman Dawson stated that she appreciates the work that goes into this group and believes there has been a decrease in violent crimes, but any violent crime often involves extra work and jeopardy to those involved. Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously acknowledged the extension of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) #2009-DJ-BX-0304 between Gila County and the U.S. Department of Justice in the amount of \$11,053 to continue to support overtime pay for deputies working with the Gila County Sheriff’s Office Drug, Gang, and Violent Crime Task Force agents for the period October 1, 2012, through March 31, 2013. Chairman Dawson called for comments from the public; none were received. She then called for a vote and the motion was unanimously passed.

**2C. Information/Discussion/Action to approve a Professional Services Contract between Gila County and Terry Doolittle, Consultant, to perform an operational review and report of the Community Services Department for a sum not to exceed \$15,000 for the period December 3, 2012, to February 28, 2013.**

Don McDaniel, County Manager, stated that with the resignation of David Fletcher as the Director of the Community Services Division, this provides an opportunity to do an operational review of this Division. Due to the complexity of the financial areas and management structure of having so many different programs that are funded by grants, other outside funding, overlapping of fiscal years and the methods for reporting the funding and spending, it makes it very complex. He stated that this is an opportunity to have an individual like Mr. Doolittle, who has considerable experience in county management and has worked for the Auditor General, to do an operational review of the Division. He recommended that the Board approve this contract in an amount not to exceed \$15,000 and the term of the contract would run through the end of February 2013, although he believes the work will be done sooner. Upon motion by Supervisor Pastor, seconded by Supervisor Martin, the Board unanimously approved a Professional Services Contract between Gila County and Terry Doolittle, Consultant, to perform an operational review and report of the Community Services Department for a sum not to exceed \$15,000 for the period December 3, 2012, to February 28, 2013.

**ITEM 3 – CONSENT AGENDA ACTION ITEMS:**

**3A. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. DE101056001) between the Arizona Department of Economic Security and Gila County pursuant to Paragraph 3.3 Termination, Section 3.3.1 at the Contractor's request, and by mutual agreement of both parties, the Agreement is terminated effective the date of last signature.**

**3B. Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Globe Unified School District No. 1 to continue providing the Tobacco Free Environments Program in the schools for the period July 1, 2012, through June 30, 2013.**

**3C. Approval of a Memorandum of Understanding between the Gila County Division of Health and Emergency Services and the Miami Area Unified School District No. 40 to continue providing the Tobacco Free Environments Program in the schools for the period July 1, 2012, through June 30, 2013.**

**3D. Approval of a Special Event Liquor License Application submitted by the Knights of Columbus to serve liquor at a special event on December 15, 2012.**

**3E. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 22, 2012, to October 26, 2012; and October 29, 2012, to November 02, 2012.**

Copies of the contract reports are on file in the Board of Supervisors' Office.

**3F. Approval of finance reports/demands/transfers for the week of November 20, 2012.**

**November 20, 2012**

\$402,185.20 was disbursed for County expenses by check numbers 250292 through 250611. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Martin, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda action items 3A through 3F.

**Item 4 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.**

Chairman Dawson called on Sadie Tomerlin, Recorder, and a resident of Globe, to speak to the Board. Ms. Tomerlin stated, "I just wanted to make a few comments. First of all if the Board of Supervisors is going to question the integrity of the Gila County Recorder's Office, maybe they should be educated and understand the procedures and process. I was very happy to see Supervisor Pastor come down into my office and ask, 'Where do all these go?' 'How do you do this?' 'Let's look at this.' 'Let's see the voter registration.' 'Let's see the early ballots.' I'm sure he walked away going, 'Wow, I didn't realize that you have to do all of this.' 'I didn't realize there was that many laws and procedures that you have to follow.' So at this time, I would like to give this to the new supervisor, Mr. Marcanti. It's a procedures manual and also the Arizona Revised Statutes. If you have any questions, all of the laws are right there and also at any time you can come down to our office. Our doors are open. We have extended this to the County Manager. We have extended this to the public. We actually had quite a few people from the public come into our office and the only business was they said that 'such and such person said this and I want to see it.'" And they were shocked when they came into my office and realized the integrity that my staff has and myself that we try and allow every vote to go through, but we have laws and procedures that we do have to follow. If I could, I would allow anybody to vote at any time. Unfortunately, we can't. But also it meant a lot that the day after the election Secretary (of State) Ken Bennett called me and he said 'Congratulations, I cannot wait to work with you another 4 years because I know that what you

are doing is right. You are making sure that every vote counts. You're registering people. Just look at the numbers and look at the percentages.' The percentages that Linda Eastlick has provided to you shows that we have done our job in voter registration—not just off the reservation, but also on the reservation. If you look at the inactives, the inactives have went down numerous--lots in the last 4-8 years. The numbers have also went up. I have a little message from a couple of people in my office. They are really saddened by how the Board is allowed to rake people over the coals and no repercussion. I think in the coming year we all need to get together and look at the policies and procedures of this County. It should not matter if you are an elected official or not, you should not treat anybody with disrespect and come into another elected official's office cutting them down, placing tape recorders throughout their office and making rude comments. They have also went to the newspaper and made vicious lies about my staff, not only me. You can attack me all you want, but as soon as it comes to my staff, there's an issue. They follow the policies and procedures of the County and also the state and the federal laws. I would suggest that the new Board of Supervisors and the ones that are returning go and take the Elections Certification Class. Learn. I know that I have forwarded the email from the state's office for each of the Board members to get certified. None of them have taken up the opportunity to go do that. If you are unsure, it is a simple call to my office or to Linda's (Eastlick) office to ask about a policy or a procedure. Is there any questions? I'm sure you can't answer questions from the public, but anyway, thank you for your time."

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 10:37 a.m.

**APPROVED:**

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Tommie C. Martin, Chairman

**ATTEST:**

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Marian Sheppard, Chief Deputy Clerk

**ARF-1591**

**4- J**

**Regular BOS Meeting**

**Meeting Date:** 12/18/2012

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 11-23-12 and 11-30-12

**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 11-23-12 and 11-30-12

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 19, 2012, to November 23, 2012; and November 26, 2012, to November 30, 2012.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 11-23-12 and 11-30-12

Service Agreement No. 100512 with MULEServices

Service Agreement No. 111412 with Rodriguez Construction

Professional Services Agreement No. 072612 with Michael Durham, M.D. for Medical Examiner

Amendment No. 2 to Professional Services Contract with John Perlman, Attorney at Law Software Maintenance Quote with ESRI, Inc.

Amendment No. 1 with Michael Durham M.D.- Medical Consulting

Extended Warranty Plan with Gosserco-Payson

Extended Warranty Plan with Gosserco-Globe

Maintenance Agreement with Interstate Copy Shop For County Atty-Payson Office

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**November 19, 2012, to November 23, 2012**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
Service Agreement No. 100512 MULEService	Service Agreement No. 100512 Underground Utility Locating Service	Not to Exceed \$2,000.00	11-21-12 to 10-05-13	11-21-12	Expires	MULEService to provide underground locating of utility lines in the event the local utility companies are not able to provide the service in a timely manner.
Service Agreement No. 111412 Rodriguez Construction	Service Agreement No. 111412 Weatherization Project No. HH#8893	\$11,998.75	11-21-12 to 01-21-13	11-21-12	Expires	This weatherization project will provide roof and ceiling repairs, as well as sealing of roof, and weatherproofing of mobile home.
Professional Service Agreement No. 072612 Michael Durham, M.D.	Professional Service Agreement No. 072612 Southern Gila County Medical Examiner	Not to Exceed \$3,000.00	07-01-12 to 06-30-13	11-21-12	Option to renew for three additional one year periods	Provide Medical Examiner services for unattended deaths.
Amendment No. 2 to Professional Services Contract with John Perlman, Attorney at Law	Amendment No. 2 to Professional Services Contract between Gila County and John Perlman, Attorney at Law	Not to Exceed \$25,000.00	12-01-12 to 11-30-13	11-21-12	Expires	Mr. Perlman serves as an independent contractor as Attorney for the Gila County Public Fiduciary. He is responsible for generating pleadings pertinent to Guardianship, Conservatorship and Probate matters as they relate to the services of the Gila County Public Fiduciary office.

**November 26, 2012, to November 30, 2012**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
Maintenance Quote with ESRI	ESRI Contract No. 2009MOA4087	\$4,132.15	03-01-13 to 01-20-14	11-28-12	Expires	Maintenance Agreement renewal for Maintenance agreement for ArcGis Software. The ArcGis software is the software that the public accesses for GIS purposes (Parcels and aerial imagery).
Amendment No. 1 to the Professional Service Agreement with Michael Durham, M.D.	Amendment No. 1 to the Professional Services Contract Medical Consulting Services between Gila County and Michael R Durham, M.D.	Not to Exceed \$15,000.00	01-01-13 to 12-31-13	11-28-12	Option to renew for one additional one year period	Provide Medical Consultation Services for the Gila County Health and Emergency Services Department.
Extended Warranty Plan with Goserco-Payson	Extended Warranty Plan for Voice Logging Recorder	\$3,748.50	01-01-13 to 12-31-13	11-28-12	Expires	Goserco provides the warranty plan for the Voice Logging Recorder in the Gila County Sheriff's Office - Payson.
Extended Warranty Plan with Goserco-Globe	Extended Warranty Plan for Voice Logging Recorder	\$3,913.88	01-01-13 to 12-31-13	11-28-12	Expires	Goserco provides the warranty plan for the Voice Logging Recorder in the Gila County Sheriff's Office - Globe.
Maintenance Agreement with Interstate Copy Shop	Maintenance Agreement	\$747.00	08-20-12 to 08-19-13	11-28-12	Expires	Annual renewal of Maintenance Agreement for Konica Minolta BizHub 423 Copier in the County Attorney's Office.

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

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

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**GILA COUNTY**  
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**SERVICE AGREEMENT NO. 100512**  
**UNDERGROUND UTILITY LOCATING SERVICE**

**THIS AGREEMENT**, made and entered into this 21st 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 MULEServices, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County IT /Computer Services Department ...

Utility locating services per Attachment "A" dated October 05, 2012 . The Attachment "A" is incorporated by this reference.

**ARTICLE II – 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 III - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be

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

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](mailto: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 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 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 VI – 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 VII– 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 VIII – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE IX – 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 X – 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 XI – 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 XII – 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 XIII – 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 XIV– TERM:** Contract shall be effective date signed by the County Manager and expires October 05, 2013.

**ARTICLE XV – PAYMENT/BILLING:** Contractor shall be paid per the Rate Schedule dated October 05, 2012 – Attachment “A” as identified and incorporated into this contract in **ARTICLE I – SCOPE OF SERVICES**, but in no event shall payment exceed \$2,000.00 for the contract term without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

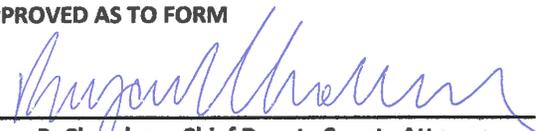
**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/24/12

**APPROVED AS TO FORM**

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

**CONTRACTOR**

  
\_\_\_\_\_  
Signature

Matt Milne  
\_\_\_\_\_  
Print Name

Date: 10/19/12

ATTACHMENT " A "



**MULEServices**  
Milne's Utility Locating  
& Equipment Services

**Matt Milne**  
MULEServices  
21601 N. 3<sup>rd</sup> Ave. Suite B  
Phoenix, AZ. 85027

**Thomas Homan**  
Gila County Public Works  
745 N. Rose Mofford Way  
Globe, AZ. 85501

Tom, thank you for your interest in MULEServices handling your line locating services. We look forward to the possibility of helping you protect your plant. MULEServices prides itself in the quality of our work and a whole new level of customer service. All of our locators have at least 16 years of locating experience and are the best at what they do. Below is a quote for locating services for your fiber run in Globe and Payson Arizona.

Flat Rate- Round Trip from Phoenix to either Globe or Payson- \$210.00

Flat Rate- Round Trip from Phoenix to Globe and Payson- \$315.00

Flat Rate- Ticket Screening- No Conflict tickets (No Truck Roll Required, Phone Call Only)- \$10.00

Per Ticket Price- \$50.00 per 500 Linear feet of plant located.

I added in a price for ticket screening (No Conflicts). I wasn't sure if you guys wanted a complete Turn Key operation from us or if you guys were going to screen the tickets yourselves and send us what needed to be located. Either way is fine with me. Let me know if you have any questions or concerns.

Thanks,

**Matt Milne**  
MULEServices

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](http://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) 425-7056

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 111412**  
**WEATHERIZATION PROJECT NO. HH#8893**

**THIS AGREEMENT**, made and entered into this 21<sup>ST</sup> day of November, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, Inc. of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, 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, Attention: 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 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, Attention: Jeannie Sgroi, 1400 E. Ash St, Globe, AZ, 85501** or via email to Ms. Sgroi at [dsgroi@co.gila.az.us](mailto: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 expires 60 days thereafter.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 11,998.75 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

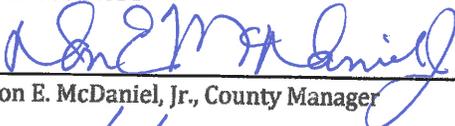
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

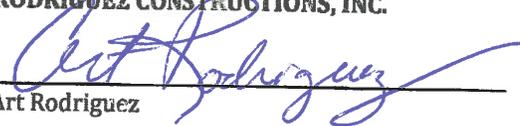
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF, Service Agreement No. 111412 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

**RODRIGUEZ CONSTRUCTIONS, INC.**

  
\_\_\_\_\_  
Art Rodriguez

Date: 1/24/12

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney

# RODRIGUEZ CONSTRUCTIONS INC.

10-11-12

TO: Gila County Housing -- Weatherization Program

ATTN: Gabe Eyido

3315 South Apache Avenue

Globe, AZ. 85501

RE: Cecelia Smith

5559 E. Roberts Dr.

Globe, AZ. 85501

- Reduce infiltration to BAS level to 1386 (reduction of 5117 cfm) =
- Seal Ducts by reducing 1300 cfm =
- Misc. Roof and ceiling repairs (500 sf of ceiling repairs and 1440 sf of roof sealing.
- Mobile Home belly insulation and pan repairs will be completed (700 sf R-30)
- Attic insulation (500 sf) =
- install 8 cfls =
- Does not qualify for Water heater
- Does not qualify for refrigerator
- LCNC

Respectfully Submitted,

*Art J. Rodriguez*

Art J. Rodriguez

PO Box 13, Miami AZ 85539 \* 547 S. East Street, Globe AZ 85501 \* Phone 928-425-7244\* Fax 928-425-5337

Info@rodriguez-az.com

RES/COMM. LIC. # ROC247373K42\* RES. # ROC247371B\* COMIM. # ROC247372 B-01

# RODRIGUEZ CONSTRUCTIONS INC.

10-11-12

TO: Gila County Housing – Weatherization Program

ATTN: Gabe Elycio

5515 South Apache Avenue

Globe, AZ. 85501

RE: Cecelia Smith

5559 E. Roberts Dr.

Globe, AZ. 85501

• Reduce infiltration to BAS level to 1386 (reduction of 5117 cfm) =	\$3,570.00
• Seal Ducts by reducing 1300 cfm =	\$3,475.00
• Misc. Roof and ceiling repairs (500 sf of ceiling repairs and 1440 sf of roof sealing.	\$2,000.00
• Mobile Home belly insulation and pan repairs will be completed (700 sf R-30)	\$1,400.00
• Attic insulation (500 sf) =	\$ 599.00.
• Install 8 cfls =	\$ 00.00
• Does not qualify for Water heater	\$ 00.00
• Does not qualify for refrigerator	\$ 00.00
• LCNC	\$ 250.00

Total Amount =	\$11,294.00
Sales tax 6.24%	\$ 704.75
<b>Total Contract amount=</b>	<b>\$11,998.75</b>

Respectfully Submitted,



Art J. 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](http://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

**GILA COUNTY ATTORNEY**  
1400 E. ASH STREET, GLOBE, ARIZONA, 85501

**PROFESSIONAL SERVICES AGREEMENT NO. 072612**  
**SOUTHERN GILA COUNTY MEDICAL EXAMINER**

**THIS AGREEMENT**, made and entered into this 21st day of November, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County**, and Michael Durham, M.D., of the City of Globe, County of Gila, State of Arizona, hereinafter designated the **Medical Examiner**.

**WITNESSETH:** That the Medical Examiner, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Medical Examiner agrees to provide Medical Examiner Services to Gila County pursuant to A.R.S. § 11-594, A.R.S. § 11-600, and A.R.S. § 36-861.

**Duties of County Medical Examiner**

- A. The Medical Examiner shall determine cause of death in unattended death as follows:
1. Take charge of the dead body.
  2. All unattended deaths requiring an autopsy shall be sent to the Pima County Medical Examiner.
  3. Certify to the cause and manner of death following completion of the death investigation, unless the medical examiner determines there is no jurisdiction, reduce the findings to writing and promptly make a full report on forms prescribed for that purpose.
  4. Have subpoena authority for all documents, records and papers deemed useful in the death investigation.
  5. Execute a death certificate provided by the state registrar of vital statistics indicating the cause and the manner of death for those bodies for which a death investigation has been conducted and jurisdiction is assumed.
  6. Give approval for cremation of a dead body after a death investigation and record the approval on the death certificate.
  7. Notify the county attorney or other law enforcement authority when death is found to be from other than natural causes.
  8. Observe all policies adopted by the board of supervisors regarding conflicts of interest and disclosure of non-county employment.
- B. A county medical examiner shall not be held civilly or criminally liable for any acts performed in good faith.

- C. If a dispute arises over the findings of the medical examiner's report, the medical examiner, upon an order of the superior court, shall make available all evidence and documentation to a court-designated licensed forensic pathologist for review, and the results of the review shall be reported to the superior court in the county issuing the order.

**Burial of Indigent Deceased**

- A. When a death investigation has been completed by the county medical examiner and no other person takes charge of the body of the deceased, the examiner shall cause the body to be delivered to a funeral establishment. If there is not sufficient property in the estate of the deceased to pay the necessary expenses of the burial, the expenses shall be a legal charge against the county. Upon determination of indigency the funeral establishment shall perform the normal county indigent burial, in the manner and for the fee then being paid by the county, or release the body, upon county request, without fee, to the funeral establishment designated by the county for other indigent burials.
- C. Within thirty days after the examination, the medical examiner shall deliver to the public fiduciary of the county or the legal representative of the deceased any money or property found upon the body.

**Release of Information**

- A. The county medical examiner shall release the name, contact information and available medical and social history of a decedent whose body is under the jurisdiction of the medical examiner to:
1. The designated procurement organization, hospital, accredited medical school, dental school, college or university of an anatomical gift executed pursuant to section A.R.S. § 36-844.
  2. Any procurement organization under procedures adopted by the medical examiner for coordination of the procurement of anatomical gifts.

**ARTICLE 2 – FEES:** For the services provided by the Medical Examiner under this agreement, financial compensation from the County will be as follows:

- \$200.00 per death investigation

**ARTICLE 3 – 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 4 - INDEMNIFICATION CLAUSE:** The Medical Examiner agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Medical Examiner, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Medical Examiner to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE 5 – INSURANCE REQUIREMENTS:** The Medical Examiner agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County with reputable insurance companies acceptable to the County under this agreement.

**ARTICLE 6 – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Medical Examiner under this agreement shall be assigned. No rights or obligations of the Medical Examiner under this agreement shall be subcontracted by the Medical Examiner without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE 7 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Medical Examiner hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Medical Examiner's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Medical Examiner shall further ensure that each subcontractor who performs any work for the Medical Examiner 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 Medical Examiner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Medical Examiner'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 the Medical Examiner 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 Medical Examiner 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 Medical Examiner 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 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. The Medical Examiner shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Medical Examiner. The Medical Examiner shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(A) the Medical Examiner certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

**ARTICLE 10 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

**ARTICLE 11 – TERM:** The term of the contract shall commence on **July 1, 2012** and continue in full force and effect up through and including **June 30, 2013**, unless terminated, canceled or extended as otherwise provided herein. The Medical Examiner agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) 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:** The Medical Examiner shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall payment exceed \$ 3,000.00 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 Medical Examiner. Purchase orders sent to the Medical Examiner reflect these terms and conditions and they apply to all invoices received by the County.

The Medical Examiner 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 Medical Examiner does not have a current W-9

Invoices

All invoices 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**

  
\_\_\_\_\_

Don E. McDaniel Jr., County Manager

Date: 11/24/12

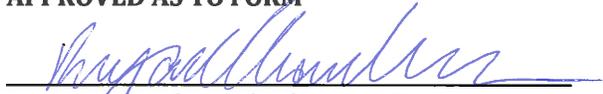
**MEDICAL EXAMINER**

  
\_\_\_\_\_

Michael Durham, M.D.

Date: 10/19/12

**APPROVED AS TO FORM**

  
\_\_\_\_\_

Bryan B. Chambers, Chief Deputy 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  
(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](http://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

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
GILA COUNTY AND JOHN PERLMAN, ATTORNEY AT LAW**

**AMENDMENT NO. 2**

Effective December 12, 2009, Gila County and John S. Perlman, Attorney at Law, entered into a contract whereby Mr. Perlman would serve as an independent contractor as Attorney for the Gila County Public Fiduciary and be responsible for generating pleadings pertinent to Guardianship, Conservatorship and Probate matters.

Through Amendment No. 1 the contract expires November 30, 2012. Per page 1, Section 1, of the contract, the parties may agree to renew the contract for as many as two (2) additional one (1) year periods.

Amendment No. 2 will allow the contract term to be extended one (1) year from December 1, 2012, to November 30, 2013. Total annual compensation of contract shall not exceed \$25,000.00.

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

**IN WITNESS WHEREOF**, three (3) 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 21st day of November, 2012.

**GILA COUNTY :  
GILA COUNTY MANAGER**

\_\_\_\_\_  
Don E. McDaniel Jr.

**CONTRACTOR:  
JOHN S. PERLMAN, ATTORNEY AT LAW**

\_\_\_\_\_  
John S. Perlman

**APPROVED AS TO FORM:**

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



Esri Inc  
380 New York Street  
Redlands CA 92373

## **SUBJECT: MAINTENANCE QUOTE**

**DATE:** 10/02/2012  
**TO:** Thomas Homan  
**ORGANIZATION:** COUNTY OF GILA  
PUBLIC WORKS DEPT  
**FAX #:** **PHONE #:** 928-402-8515  
**FROM:** Nicole Scott  
**FAX #:** 909-307-3083 **PHONE #:** 888-377-4575 Ext. 1232  
**EMAIL:** nscott@esri.com

Number of pages transmitted  
(including this cover sheet): 3

QUOTATION #25547867  
DOCUMENT DATE: 10/02/2012

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: <http://campus.esri.com/campus/catalog/subscriptions>

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-4575/1232  
Fax #: 909-307-3083

# Quotation

**Date:** 10/02/2012

**Quotation Number:** 25547867

**Contract Number:** 2009MPA4087

COUNTY OF GILA  
PUBLIC WORKS DEPT  
1400 E ASH ST  
GLOBE AZ 85501  
**Attn:** Thomas Homan

**Send Purchase Orders To:**

Esri, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Nicole Scott

**Please include the following remittance address on your Purchase Order:**

Esri, Inc.  
File #54630  
Los Angeles, CA 90074-4630

**Customer Number:** 364339

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	93303 ArcGIS for Desktop Standard (formerly ArcEditor) Single Use Primary Maintenance Start Date: 01/21/2013 End Date: 01/20/2014	1,515.00	1,515.00
1010	2	109271 ArcGIS for Server Workgroup Standard One Core Additional Maintenance Start Date: 03/01/2013 End Date: 01/20/2014	563.80	1,127.60
2010	1	109900 ArcGIS for Server Workgroup Standard Up to Two Cores Maintenance Start Date: 03/01/2013 End Date: 01/20/2014	1,127.60	1,127.60

<b>Subtotal</b>	3,770.20
<b>Estimated Taxes</b>	361.95
<b>Total</b>	<b>\$ 4,132.15</b>

**DUNS/CEC: 06-313-4175 CAGE: 0AMS3**

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

**Issued By:** Nicole Scott

**Ext:** 1232

[SCOTTN]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



**esri**<sup>®</sup>

380 New York Street  
Redlands, CA 92373  
Phone: 888-377-4575/1232  
Fax #: 909-307-3083

# Quotation

Page 2

<b>Date:</b> 10/02/2012		<b>Quotation No:</b> 25547867		<b>Customer No:</b> 364339		<b>Contract No:</b> 2009MPA4087	
<b>Item</b>	<b>Qty</b>	<b>Material#</b>			<b>Unit Price</b>		<b>Extended Price</b>

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at [www.esri.com/legal](http://www.esri.com/legal).

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$ 3770.20 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

*Don E. McDaniel, Jr.*  
Signature of Authorized Representative

11/28/12  
Date

DON E. MCDANIEL, JR.  
Name (Please Print)

COUNTY MANAGER  
Title

**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](http://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

**PROFESSIONAL SERVICES CONTRACT  
MEDICAL CONSULTING SERVICES  
BETWEEN  
GILA COUNTY AND MICHAEL R. DURHAM, M.D.**

**AMENDMENT NO. 1**

Effective January 01, 2012, Gila County and Michael Durham, M.D., entered into a contract whereby Dr. Durham would provide medical consulting services for the Gila County Health and Emergency Services Department.

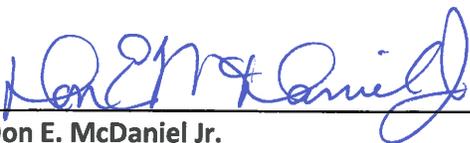
The contract expires December 31, 2012. Per page 4, Article XI, of the contract, the parties may agree to renew the contract for as many as two (2) additional one (1) year periods.

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**, three (3) 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 28<sup>th</sup> day of NOVEMBER, 2012.

**GILA COUNTY :  
GILA COUNTY MANAGER**

  
\_\_\_\_\_  
Don E. McDaniel Jr.

**CONTRACTOR:  
MICHAEL DURHAM, M.D.**

  
\_\_\_\_\_  
Michael Durham, M.D.

**EXTENDED WARRANTY PLAN  
FOR VOICE LOGGING RECORDER  
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive  
Suite 180  
Mesa, AZ 85207  
480.964.8911



Goserco, Inc.

For technical support: [tech.support@goserco.com](mailto:tech.support@goserco.com)

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment\* installed at **GILA COUNTY SHERIFF/PAYSON**. All parties agree to abide by the terms specified by this contract.

**CONTRACT PERIOD**

Coverage under this contract begins at 12:01 am **JANUARY 01, 2013**, and terminates at 11:59 pm **DECEMBER 31, 2013**.

**THIS CONTRACT PROVIDES FOR THE FOLLOWING**

1. Support via e-mail ([tech.support@goserco.com](mailto:tech.support@goserco.com)), telephone support, and on-site service when necessary, 8:00am - 5:00pm (local time) Monday through Friday (excluding holidays). Guaranteed response times as follows: M-F 8AM-5PM MST 2 hours within receipt of call or email. After hours and or "emergency" service calls (not covered under this contract and is billable at the current afterhours service rate) are responded to with 4 hours (only a voicemail, if left, on the on-call technical support personnel phone will be considered an emergency). Leaving a voicemail on the GOSERCO service line and or sending an email is NOT considered an emergency and will be responded to the next business day.
2. Response to requests for technical support or service received between 8:00am - 5:00pm (local time) Monday through Friday, excluding holidays. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
3. Emergency on-site response (typically same day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) travel and on-site time charges will be incurred at the applicable hourly rates.
4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hot fixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

**TERMS AND CONDITIONS OF THIS CONTRACT**

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.
4. Voice logging recorder must be connected to appropriate power from an Uninterruptible Power Supply (UPS) at all times. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

**EXTENDED WARRANTY PLAN  
FOR VOICE LOGGING RECORDER  
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive  
Suite 180  
Mesa, AZ 85207  
480.964.8911



For technical support: tech.support@goserco.com

**TERMS AND CONDITIONS (Continued)**

5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

**THIS CONTRACT DOES NOT PROVIDE FOR**

1. Any technical support or service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays, are outside the scope of this contract. If after hours technical support or service is requested, labor and travel will be computed at the applicable hourly rates for after hours, weekend, and holiday service.
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

**\*LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
EVENTIDE	VR-725 64CH	70000791	48 VOIP & 16 Analog	3,748.50
TAX				
TOTAL				3,748.50

Goserco, Inc.	<b>Nikki Detente</b>	Customer Name	<b>GILA COUNTY SHERIFF/PAYSON</b>
Authorized Signature		Authorized Signature	
Today's Date	November 9, 2012	Today's Date	11/20/12

Attached exhibit "A" by mention is made a binding part of this agreement as set forth therein.

## ATTACHMENT "A"

### Gila County Contractor Standard Terms and Conditions Addendum

- A. Addendum Applicability:** Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.
- B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.
- C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.
- D. Relationship of the Parties:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.
- E. Non-Appropriations Clause:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.
- F. Hold Harmless/Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**G. Entire Contract Clause:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**H. Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**I. Severability:** If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

**J. Governing Law:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**K. Cancellation:** This contract is subject to the cancellation provisions of A.R.S. §38-511.

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

**M. Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

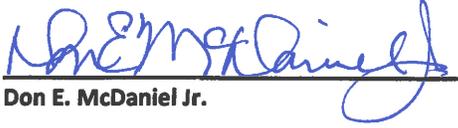
County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**GILA COUNTY:**

**GILA COUNTY MANAGER**

  
\_\_\_\_\_

**Don E. McDaniel Jr.**

11/9/12  
\_\_\_\_\_

**Date**

**GOSERCO, INC.**

  
\_\_\_\_\_

**Individual Authorized to Sign**

Nikki Detente  
\_\_\_\_\_

**Print Name**

Administrative Assistant  
\_\_\_\_\_

**Title**

11-9-2012  
\_\_\_\_\_

**Date**

**EXTENDED WARRANTY PLAN  
FOR VOICE LOGGING RECORDER  
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive  
Suite 180  
Mesa, AZ 85207  
480.964.8911



Goserco, Inc.

For technical support: [tech.support@goserco.com](mailto:tech.support@goserco.com)

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment\* installed at **GILA COUNTY SHERIFF/GLOBE-JAIL**. All parties agree to abide by the terms specified by this contract.

**CONTRACT PERIOD**

Coverage under this contract begins at 12:01 am **JANUARY 01, 2013**, and terminates at 11:59 pm **DECEMBER 31, 2013**.

**THIS CONTRACT PROVIDES FOR THE FOLLOWING**

1. Support via e-mail ([tech.support@goserco.com](mailto:tech.support@goserco.com)), telephone support, and on-site service when necessary, 8:00am - 5:00pm (local time) Monday through Friday (excluding holidays). Guaranteed response times as follows: M-F 8AM-5PM MST 2 hours within receipt of call or email. After hours and or "emergency" service calls (not covered under this contract and is billable at the current afterhour's service rate) are responded to with 4 hours (only a voicemail, if left, on the on-call technical support personnel phone will be considered an emergency). Leaving a voicemail on the GOSERCO service line and or sending an email is NOT considered an emergency and will be responded to the next business day.
2. Response to requests for technical support or service received between 8:00am - 5:00pm (local time) Monday through Friday, excluding holidays. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
3. Emergency on-site response (typically same day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) travel and on-site time charges will be incurred at the applicable hourly rates.
4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hot fixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

**TERMS AND CONDITIONS OF THIS CONTRACT**

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.
4. Voice logging recorder must be connected to appropriate power from an **Uninterruptible Power Supply (UPS)** at all times. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

**EXTENDED WARRANTY PLAN  
FOR VOICE LOGGING RECORDER  
LEVEL – (M-F 8am-5pm) GOLD**

7165 East University Drive  
Suite 180  
Mesa, AZ 85207  
480.964.8911



For technical support: tech.support@goserco.com

**TERMS AND CONDITIONS (Continued)**

5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

**THIS CONTRACT DOES NOT PROVIDE FOR**

1. Any technical support or service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays, are outside the scope of this contract. If after hours technical support or service is requested, labor and travel will be computed at the applicable hourly rates for after hours, weekend, and holiday service.
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

**\*LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
EVENTIDE	VR-725 64CH	70000792	48 VOIP & 16 Analog	3,913.88
TAX				
TOTAL				3,913.88

Goserco, Inc.	<b>Nikki Detente</b>	Customer Name	<b>GILA COUNTY SHERIFF/GLOBE-JAIL</b>
Authorized Signature	<i>Nikki Detente</i>	Authorized Signature	<i>Noreen M. Daniegh</i>
Today's Date	November 9, 2012	Today's Date	<i>11/9/12</i>

Attached exhibit "A" by mention is made a binding part of this agreement as set forth therein.

## ATTACHMENT "A"

### Gila County Contractor Standard Terms and Conditions Addendum

- A. Addendum Applicability:** Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.
- B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.
- C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.
- D. Relationship of the Parties:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.
- E. Non-Appropriations Clause:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.
- F. Hold Harmless/Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**G. Entire Contract Clause:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**H. Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**I. Severability:** If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

**J. Governing Law:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**K. Cancellation:** This contract is subject to the cancellation provisions of A.R.S. §38-511.

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

**M. Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

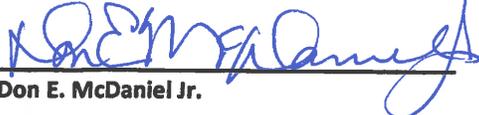
County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**GILA COUNTY:**

**GILA COUNTY MANAGER**

  
\_\_\_\_\_  
**Don E. McDaniel Jr.**

11/28/12  
\_\_\_\_\_  
**Date**

**GOSERCO, INC.**

  
\_\_\_\_\_  
**Individual Authorized to Sign**

Nikki Detente  
\_\_\_\_\_  
**Print Name**

Administrative Assistant  
\_\_\_\_\_  
**Title**

11-9-2012  
\_\_\_\_\_  
**Date**

