

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, MARCH 5, 2013 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
  - A **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**

Information/Discussion/Action to approve the seven Dedicated Internet Access Service Agreements between the Gila County Library District and Network Services for Internet access for three years for the following: Gila County Library District Office at \$717 per month, Globe Public Library at \$371 per month, Hayden Public Library at \$371 per month, Isabelle Hunt Memorial Library at \$371 per month, Miami Memorial Library at \$371 per month, Payson Public Library at \$371 per month, Tonto Basin Public Library at \$557.50 per month; to approve the Dedicated Internet Access Service Agreement between the Gila County Library District and San Carlos Apache Telecommunications Utility, Inc. (SCATUI) for Internet access for three years at San Carlos Public Library at \$600 per month for two data lines and two 20Mg Internet access lines; and to approve the seven Wireless Internet Access Service Agreements between the Gila County Library District and Verizon for Expanded Internet access for one year for the following: Gila County Library District Office at \$120 per month, Globe Public Library at \$120 per month, Hayden Public Library at \$120 per month, Isabelle Hunt Memorial Library at \$120 per month, Miami Memorial Library at \$120 per month, Payson Public Library at \$160 per month, and Tonto Basin Public Library at \$120 per month. Young Public Library Internet Access will be provided on a month-to-month basis with MTE Communications at \$86.25 per month. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**
  - B Information/Discussion/Action to ratify approval for the Sheriff's Office to submit a letter to Alberto Gutier, Director of the Governor's Office of Highway Safety (GOHS), requesting funding in the amount of \$9,069.69 from GOHS's alternative funding source #164 for the purchase of 30 portable breathalyzers and 1,000 mouthpieces for the breathalyzers. **(Mike Johnson)**
- 3 **CONSENT AGENDA ACTION ITEMS (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A Approval for the County Attorney's Office to electronically submit a Grant Application to the Arizona Criminal Justice Commission for the renewal of an existing Victim Assistance Grant in the total amount of \$48,342 with a required cash match by the County of \$24,171 from the General Fund.
  - B Acknowledgment of the resignation of Mr. Michael Greer from the Pine-Strawberry Water Improvement District Governing Board and the appointment of Ray Pugel to complete Mr. Greer's term which expires December 31, 2014.
  - C Approval of an Application for Extension of Premises/Patio Permit submitted by Fred Bridges to permanently extend the area where liquor is permitted to be served at the Punkin Center Store in Tonto Basin.
  - D Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 9, 2013.
  - E Approval of the January 2013 monthly activity report submitted by the Clerk of the Superior Court.
  - F Approval of the February 19, 2013, BOS meeting minutes.
  - G Acknowledgment of the Human Resources reports for the weeks of February 5, 2013, February 12, 2013, February 19, 2013, and February 26, 2013.
  - H Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 28, 2013, to February 1, 2013; and February 4, 2013, to February 8, 2013.
  - I Approval of finance reports/demands/transfers for the weeks of February 26, 2013, and March 5, 2013.
- 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(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 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.

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

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

Submitted For: Jacque Griffin, Asst. County Manager/Librarian

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District Division: Library District

Fiscal Year: 2013-2014 Budgeted?: Yes

Contract Dates July 1, 2013- June 30, 2014 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Dedicated Internet Access Contracts for connectivity for the Gila County Library District Office and the Public Libraries within Gila County.

Background Information

Gila County Library District provides connectivity for the public libraries in Gila County for public Internet access, staff Internet access, and for access to the shared Integrated Library System. The Library District applies each year for the Federal E-Rate Program, a rebate program that provides reimbursements for communications access for schools and libraries. The entire E-Rate process time line is established by the "Schools and Libraries Coalition" (SLC), and administered by the "Universal Service Administrative Company" (USAC) which are the federal agencies that regulate the E-Rate. The process usually begins in August for the following fiscal year, and follows a very strict schedule, with requirements for a competitive bid process, with very rigid guidelines.

The Gila County Library District currently contracts with Network Services for Internet access for the District offices as well as six of the public libraries within Gila County. Network Services currently provides two bonded T-1 lines for the District offices. Additional T-1 lines providing 1.544 Mbps are in place at Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library, Miami Memorial Library, Payson Public Library, and Tonto Basin Public Library. San Carlos Public Library currently receives 10 mg Internet access from San Carlos Apache Telecommunications Utility, Inc. (SCATUI). All of these contracts end at the end of the fiscal year. The Library District has followed E-Rate guidelines and applicable deadlines for obtaining qualified bids for dedicated Internet access for the coming cycle.

Young Public Library currently receives 6Mg bandwidth of Internet access from MTE Communications. This particular service is considered a utility service, and as such, does not have a contract, but is rather a month to month billing. To comply with E-Rate, the Library District still follows the notice, advertising and awarding process but without a formal contract.

Additionally, the demand for public Internet access has grown beyond what we are currently providing. Libraries are serving more patrons, using more devices and applications that require additional bandwidth to operate. Patrons are using the "Job Help" computers to apply for jobs, as well as using interactive video-conferencing to interview for these jobs. Patrons are using the public Internet computers to access online classes that now use video applications to deliver coursework and live-classrooms. Patrons are downloading articles, audiobooks, and e-resources. Patrons are accessing the wireless networks with their own devices, as well as utilizing the library laptops at each location.

Three year old research suggests that, "a business currently needs 5Mbps for every 40 users, provided they aren't all watching video (or downloading it) at the same time. It wasn't so long ago that companies with 50, 60 or even more users commonly shared a single 1.544Mbps T-1 connection and thought its performance was spectacular." (from PC World article, published 2/24/2010.)



This increase in demand to provide public Internet access also impacts the functionality of the staff and the performance of the Integrated Library System. The Town of Payson provides an additional T-1 line at the Payson Public Library; however, the public and staff requirements for bandwidth have continued to outpace what is available at that location.

The Federal E-Rate Program provides for partial reimbursement for connectivity to schools and libraries based on each area's public school student population that qualifies for the federal free and reduced lunch program. In Gila County, this amounts to between 80 and 90% reimbursement for connectivity for the Library District Office and each local library. For the current fiscal year, the entire cost of connectivity for the Library District and the eight public libraries is \$41,821.32. We have been awarded E-Rate reimbursements that total \$33,710.08. Total net cost to the Gila County Library District is \$8,111.24 for the current year.

### Evaluation

Public libraries in Gila County have seen an increase in both devices and public demand for Internet bandwidth. With the additional stations for job help, public Internet access, laptops, and staff computers and applications that have been added just in the past two years, the current bandwidth does not meet the current requirements, or allow for future applications. The Integrated Library System that functions as the basis for all library operations requires dedicated access and the optimum functionality that is obtained through hard-wired infrastructure (T-1 lines or DSL). Many public access applications can utilize wireless connectivity. In initiating the E-Rate process, in August of 2012 for the coming fiscal year, it was clear that additional bandwidth was necessary to meet the needs of the library customers, while recognizing the need to minimize the financial burden to the Library District.

The Library District Staff utilized both the County IT staff as well as public library staff in outlining a plan for additional bandwidth utilizing current technology. Finance Departmental Procurement staff assisted Library District staff in reviewing qualified bids following the established E-Rate process. A procurement matrix was utilized to evaluate and select the vendors that best meet the needs of the Library District.

All additional back up documents are available for review in the Library District Offices.

### Conclusion

Utilizing the procurement matrix, Network Services has been selected to maintain the current bonded two T-1 lines at the District, and T-1 lines at Globe, Hayden, Isabelle Hunt, Miami, Payson and Tonto Basin Libraries, on three-year contracts.

Additionally, Verizon wireless has been chosen to provide additional microwave wireless Internet access to each of these seven locations to expand bandwidth, for one-year contracts with two one-year renewals, obtained from the State contract. Since Verizon is on a State contract, there is no actual document for the Board of Supervisors to sign. This access is for unlimited access, and is not on a restricted data plan.

SCATUI was selected to provide expanded DSL connectivity for the San Carlos Public Library on a three-year contract. MTE Communications was selected to provide expanded DSL connectivity for the Young Public Library. These contracts, along with the MTE Communications service will amount to a total cost for connectivity for the Library District and the eight public libraries of \$56,349.12 for fiscal year 2013-14. We are anticipating E-Rate reimbursements that will total \$47,606.33 based on our application with USAC. Total net cost to the Gila County Library District is expected to be \$8,742.79 for the fiscal year. In addition, there will be a one-time cost for equipment from Verizon of \$16,150. This equipment also qualifies for E-Rate reimbursement, anticipated to be \$13,639. Net cost of this equipment is expected to be \$2,511.

Awarding these agreements to Network Service, SCATUI, Verizon, and MTE Communications for dedicated Internet access for the public libraries of Gila County allows the Library District to continue to provide Internet access at a reasonable price, provides quality service to the residents of Gila County, and assures that the Library District remains compliant with the E-Rate requirements.

### Recommendation

Library District staff recommends awarding the Dedicated Internet Access Service Agreement to Network Services for Internet access; two bonded T-1 lines for the Gila County Library District office at \$717 per month, one T-1 line for the Globe Public Library at \$371 per month, one T-1 line for the Hayden Public Library at \$371 per month, one T-1 line for the Isabelle Hunt Memorial Library at \$371 per month, one T-1 line for the Miami Memorial Library at \$371 per month, one T-1 line for the Payson Public Library at \$371 per month, and one T-1 line for the Tonto Basin Public Library at \$557.50 per month. Staff also recommends expanding Internet access for the Young Public Library from MTE Communications from 6Mg DSL to 10Mg DSL on a month-to-month basis at a cost of \$86.25 per month.

Library District staff recommends awarding the Dedicated Internet Access Service Agreement to San Carlos Apache Telecommunications Utility, Inc. (SCATUI) for Internet access at San Carlos Public Library at \$600 per month for two data lines and two 20Mg Internet access lines. In the Arizona Public Library Statistics Report for Fiscal Year 2011-2012, San Carlos Public Library reported an average of 615 Internet users per week. The heavy usage causes bandwidth issues for both staff and public alike. This contract is for twice the bandwidth plus a data line.

Library District staff further recommends awarding the Wireless Internet Access Service Agreement to Verizon for expanded microwave wireless Internet access at Gila County Library District Office at \$120 per month, Globe Public Library at \$120 per month, Hayden Public Library at \$120 per month, Isabelle Hunt Memorial Library at \$120 per month, Miami Memorial Library at \$120 per month, Payson Public Library at \$160 per month, and Tonto Basin Public Library at \$120 per month. This expanded service will increase bandwidth by 3X3G = 9mbp at each location with the exception of the Payson Public Library which will increase by 4X4G = 12 mbp.

### Suggested Motion

**(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)** Information/Discussion/Action to approve the seven Dedicated Internet Access Service Agreements between the Gila County Library District and Network Services for Internet access for three years for the following: Gila County Library District Office at \$717 per month, Globe Public Library at \$371 per month, Hayden Public Library at \$371 per month, Isabelle Hunt Memorial Library at \$371 per month, Miami Memorial Library at \$371 per month, Payson Public Library at \$371 per month, Tonto Basin Public Library at \$557.50 per month; to approve the Dedicated Internet Access Service Agreement between the Gila County Library District and San Carlos Apache Telecommunications Utility, Inc. (SCATUI) for Internet access for three years at San Carlos Public Library at \$600 per month for two data lines and two 20Mg Internet access lines; and to approve the seven Wireless Internet Access Service Agreements between the Gila County Library District and Verizon for Expanded Internet access for one year for the following: Gila County Library District Office at \$120 per month, Globe Public Library at \$120 per month, Hayden Public Library at \$120 per month, Isabelle Hunt Memorial Library at \$120 per month, Miami Memorial Library at \$120 per month, Payson Public Library at \$160 per month, and Tonto Basin Public Library at \$120 per month. Young Public Library Internet Access will be provided on a month-to-month basis with MTE Communications at \$86.25 per month. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

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### Attachments

Network Services Contract for Library District Office

Network Services Contract for Globe

Network Services Contract for Hayden

Network Services Contract for Isabelle Hunt- Pine

Network Services Contract for Miami

Network Services Contract for Payson

Network Services Contract for Tonto Basin

Network Services Terms and Conditions

SCATUI Contract for two data lines

SCATUI Contract for Line 1 DSL

SCATUI Contract for Line 2 DSL Line

SCATUI Internet Acceptable Use Policy

Verizon Index to attachments

Verizon State Procurement Document

Verizon Participating Addendum

Verizon Master Service Agreement

Verizon Attachment CC Contractors Special Term and Conditions

Verizon Attachment CC Tax Surcharge

Verizon Amendment No.2 Request for Proposal 1907

Verizon RFP 1907 Amendment 2 Arizona Terms and Conditions

Verizon RFP 1907 Amendment 2 Arizona Uniform Terms and Conditions

Verizon Price Plan

Legal Explanation



## DEDICATED INTERNET ACCESS SERVICE AGREEMENT

Contract Number YR16

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

|   |                 |       |              |
|---|-----------------|-------|--------------|
| <b>NETWORK SERVICES BUSINESS REPRESENTATION</b> |                 |       |              |
| Managing Partner:                               | Scott Madison   | SM365 | 775-851-2600 |
| Agent Name:                                     | Lance Torgerson | SM365 | 800-726-2575 |

**ACCOUNT INFORMATION** (Please provide a separate Technical Form for each Service Location)  
**Please note that the fields in sections I, II, and III are required**

|  |       |                       |       |  |          |                              |  |
|--|-------|-----------------------|-------|--|----------|------------------------------|--|
| <b>COMPANY INFORMATION</b>             |       |                       |       | <b>BILLING INFORMATION</b> (if different than company information) |          |                              |  |
| I. Company Name (Service Company Name) |       |                       |       | II. Bill To:   |          |                              |  |
| Gila County                            |       |                       |       | Gila County  |          |                              |  |
| <b>BEN #155287</b>                     |       |                       |       |  |          |                              |  |
| Company Address                        |       |                       |       | Street   |          |                              |  |
| 1400 East Ash                          |       |                       |       | 1400 East Ash  |          |                              |  |
| City                                   | State | Zip Code              | City  | State  | Zip Code |                              |  |
| Globe                                  | AZ    | 85501                 | Globe | AZ   | 85501    |                              |  |
| Contact Person                         |       | Phone Number          |       | Billing Contact Person   |          | Billing Contact Phone Number |  |
| Yodona Pennell                         |       | 928-402-8769          |       | Accounts Payable   |          | 928-402-8769                 |  |
| Contact Fax Number                     |       | Contact Email Address |       | <b>III. REQUIRED FOR ALL: Legal Company Name</b>                   |          |                              |  |
| 928-425-3462                           |       | ypennell@gcdaz.org    |       | Gila County  |          |                              |  |

**ACCOUNT DETAIL INFORMATION**

|  |                                  |  |               |   |                                 |  |
|--|----------------------------------|--|---------------|---|---------------------------------|--|
| Average Monthly Usage  | Monthly Revenue Commitment (MUC) | <input type="checkbox"/> New Account                 |               | Tax Exemption (send certificate)  |                                 |  |
| \$675.00   | \$675.00                         | <input checked="" type="checkbox"/> Existing Account | Account # 216 | Federal: <input type="checkbox"/>   | State: <input type="checkbox"/> |  |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No |                                  |  |               | *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched |                                 |  |

**BILLING OPTIONS**

|  |
|--|
| <input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)  |
| <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)<br>Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2    Headquarters Account Name (Company):  |
| <input type="checkbox"/> CORPORATE BILLING:<br>Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br>Corporate Billing: Is the above Service address the Headquarters Location? (Y/N):    Corporate Billing: Location #    of |

**Billing Report Options** (please provide supporting paperwork):

|   |   |                  |                                 |  |  |
|---|---|------------------|---------------------------------|--|--|
| <b>SERVICE TERM AND PROMOTIONS</b>  |   | Term Plans (MTM) | <input type="checkbox"/> 12 Mo. | <input checked="" type="checkbox"/> 36 Mo. | <input type="checkbox"/> 60 Mo   |
| Access Type: (Unit)   | T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/> | # Of Units:      | 1                               | Service Type:                              | <input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |
| 3 mbps Bonded Managed Loop  |   |                  | \$375.00                        |  |  |
| 3 Mbps Managed Internet Port  |   |                  | \$300.00                        |  |  |
| Tax + or -  |   |                  | \$ 42.00                        |  |  |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge) |   |                  | <b>\$717.00</b>                 |  |  |

**Install: waived** **Tax Subject to change + or - \$100.00 per year**



Contract Number YR16

**DEDICATED INTERNET ACCESS SERVICE AGREEMENT**

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Network Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

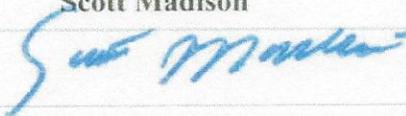
Legal Arizona Workers Act Compliance. Network Services hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Network Services, employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State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

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Network Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Network Services shall advise each subcontractor of Client'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 Client 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 Network Services

| Customer                    | Network Services  |
|-----------------------------|---|
| Name (Printed)              | Name (Printed)<br><b>Scott Madison</b>  |
| Signature (x)               | Signature (x)<br> |
| Company Name<br>Gila County | Title<br><b>Managing Partner</b>  |
| Title                       | Date<br><b>2-8-13</b>   |
| Date                        | SPIN 143029752<br>FRN 0014290357  |

Approved as to form:

Deputy Attorney Principal: \_\_\_\_\_ Bryan B Chambers. Date \_\_\_\_\_



## DEDICATED INTERNET ACCESS SERVICE AGREEMENT

Contract Number YR16

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

### NETWORK SERVICES BUSINESS REPRESENTATION

|                   |                 |       |              |
|-------------------|-----------------|-------|--------------|
| Managing Partner: | Scott Madison   | SM365 | 775-851-2600 |
| Agent Name:       | Lance Torgerson | SM365 | 800-726-2575 |

### ACCOUNT INFORMATION (Please provide a separate Technical Form for each Service Location) Please note that the fields in sections I, II, and III are required

|  |                       |          |   |   |                              |          |  |
|--|-----------------------|----------|---|---|------------------------------|----------|--|
| COMPANY INFORMATION                    |                       |          |   | BILLING INFORMATION (if different than company information) |                              |          |  |
| I. Company Name (Service Company Name) |                       |          |   | II. Bill To:  |                              |          |  |
| Gila County                            |                       |          |   | Gila County   |                              |          |  |
| BEN #155287                            |                       |          |   |   |                              |          |  |
| Company Address                        |                       |          |   | Street  |                              |          |  |
| 1400 East Ash                          |                       |          |   | 1400 East Ash   |                              |          |  |
| City                                   | State                 | Zip Code |   | City  | State                        | Zip Code |  |
| Globe                                  | AZ                    | 85501    |   | Globe   | AZ                           | 85501    |  |
| Contact Person                         | Phone Number          |          |   | Billing Contact Person                                      | Billing Contact Phone Number |          |  |
| Yodona Pennell                         | 928-402-8769          |          |   | Accounts Payable  | 928-402-8769                 |          |  |
| Contact Fax Number                     | Contact Email Address |          | III. REQUIRED FOR ALL: Legal Company Name |   |                              |          |  |
| 928-425-3462                           | ypennell@gcdaz.org    |          | Gila County                               |   |                              |          |  |

### ACCOUNT DETAIL INFORMATION

|  |                                  |  |               |   |
|--|----------------------------------|--|---------------|---|
| Average Monthly Usage  | Monthly Revenue Commitment (MUC) | <input type="checkbox"/> New Account                 |               | Tax Exemption (send certificate)                                  |
| \$350.00   | \$350.00                         | <input checked="" type="checkbox"/> Existing Account | Account # 216 | Federal: <input type="checkbox"/> State: <input type="checkbox"/> |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched |                                  |  |               |   |

### BILLING OPTIONS

|  |
|--|
| <input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)  |
| <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)<br>Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 Headquarters Account Name (Company):   |
| <input type="checkbox"/> CORPORATE BILLING:<br>Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br>Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of |

Billing Report Options (please provide supporting paperwork):

### SERVICE TERM AND PROMOTIONS

|   |   |                                 |  |  |
|---|---|---------------------------------|--|--|
| Term Plans (MTM)  |   | <input type="checkbox"/> 12 Mo. | <input checked="" type="checkbox"/> 36 Mo. | <input type="checkbox"/> 60 Mo   |
| Access Type: (Unit)   | T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/> | # Of Units:                     | 1  | Service Type: <input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |
| 1.544 Bonded Managed Loop   |   | \$300.00                        |  |  |
| 1.544 Mbps Managed Internet Port  |   | \$50.00                         |  |  |
| Tax + or -  |   | \$ 21.00                        |  |  |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge) |   | \$371.00                        |  |  |

**Install: waived**

**Tax Subject to change + or - \$100.00 per year**



Contract Number YR16

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NS600 Revised 1.17.2005

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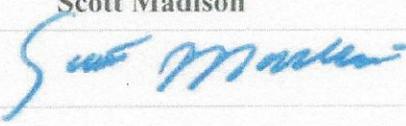
Legal Arizona Workers Act Compliance. Network Services hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Network Services, employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State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

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services, to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Network Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Network Services shall advise each subcontractor of Client'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 Client 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 Network Services

| Customer       |             | Network Services                 |  |
|----------------|-------------|----------------------------------|--|
| Name (Printed) |             | Name (Printed)                   | Scott Madison  |
| Signature (x)  |             | Signature (x)                    |  |
| Company Name   | Gila County | Title                            | Managing Partner   |
| Title          |             | Date                             | 2-8-13   |
| Date           |             | SPIN 143029752<br>FRN 0014290357 |  |

Approved as to form:

Deputy Attorney Principal: \_\_\_\_\_ Bryan B Chambers. Date \_\_\_\_\_



## DEDICATED INTERNET ACCESS SERVICE AGREEMENT

Contract Number YR16

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

| NETWORK SERVICES BUSINESS REPRESENTATION   |  |  |  |  |   |  |  |               |
|--|--|--|--|--|---|--|--|---------------|
| Managing Partner:  | Scott Madison                                    | SM365  | 775-851-2600   |  |   |  |  |               |
| Agent Name:  | Lance Torgerson                                  | SM365  | 800-726-2575   |  |   |  |  |               |
| ACCOUNT INFORMATION (Please provide a separate Technical Form for each Service Location)<br>Please note that the fields in sections I, II, and III are required  |  |  |  |  |   |  |  |               |
| COMPANY INFORMATION  |  |  |  | BILLING INFORMATION (if different than company information)  |   |  |  |               |
| I. Company Name (Service Company Name)<br><br>Gila County<br><br><b>BEN #155287</b>  |  |  |  | II. Bill To:<br><br>Gila County                              |   |  |  |               |
| Company Address<br><br>1400 East Ash   |  |  |  | Street<br><br>1400 East Ash                                  |   |  |  |               |
| City<br><br>Globe  | State<br><br>AZ                                  | Zip Code<br><br>85501  |  | City<br><br>Globe  | State<br><br>AZ   | Zip Code<br><br>85501                            |  |               |
| Contact Person<br><br>Yodona Pennell   |  | Phone Number<br><br>928-402-8769   |  | Billing Contact Person<br><br>Accounts Payable               |   | Billing Contact Phone Number<br><br>928-402-8769 |  |               |
| Contact Fax Number<br><br>928-425-3462   |  | Contact Email Address<br><br>ypennell@gclidaz.org  |  | III. REQUIRED FOR ALL: Legal Company Name<br><br>Gila County |   |  |  |               |
| ACCOUNT DETAIL INFORMATION   |  |  |  |  |   |  |  |               |
| Average Monthly Usage<br><br>\$350.00  | Monthly Revenue Commitment (MUC)<br><br>\$350.00 | <input type="checkbox"/> New Account<br><input checked="" type="checkbox"/> Existing Account |  |  | Tax Exemption (send certificate)<br>Federal: <input type="checkbox"/> State: <input type="checkbox"/> |  |  | Account # 216 |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched   |  |  |  |  |   |  |  |               |
| BILLING OPTIONS  |  |  |  |  |   |  |  |               |
| <input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)  |  |  |  |  |   |  |  |               |
| <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)<br>Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 Headquarters Account Name (Company):   |  |  |  |  |   |  |  |               |
| <input type="checkbox"/> CORPORATE BILLING:<br>Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br>Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of |  |  |  |  |   |  |  |               |
| Billing Report Options (please provide supporting paperwork): <input type="checkbox"/>   |  |  |  |  |   |  |  |               |
| SERVICE TERM AND PROMOTIONS  |  |  |  |  |   |  |  |               |
| Term Plans (MTM) <input type="checkbox"/> 12 Mo. <input checked="" type="checkbox"/> 36 Mo. <input type="checkbox"/> 60 Mo   |  |  |  |  |   |  |  |               |
| Access Type: (Unit)<br>T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/>   | # Of Units:<br>1                                 |  | Service Type: <input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |  |   |  |  |               |
| 1.544 Bonded Managed Loop  |  | \$300.00   |  |  |   |  |  |               |
| 1.544 Mbps Managed Internet Port   |  | \$50.00  |  |  |   |  |  |               |
| Hayden Public Library<br>175 5th St., Hayden AZ  |  | Tax + or -   |  |  |   |  |  |               |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge)  |  | <b>\$371.00</b>  |  |  |   |  |  |               |
| <b>Install: waived</b>   |  |  |  | <b>Tax Subject to change + or - \$100.00 per year</b>        |   |  |  |               |



Contract Number YR16

**DEDICATED INTERNET ACCESS SERVICE AGREEMENT**

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Network Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services, to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Network Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Network Services shall advise each subcontractor of Client'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 Client 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 Network Services

| Customer       |             | Network Services                 |                  |
|----------------|-------------|----------------------------------|------------------|
| Name (Printed) |             | Name (Printed)                   | Scott Madison    |
| Signature (x)  |             | Signature (x)                    |                  |
| Company Name   | Gila County | Title                            | Managing Partner |
| Title          |             | Date                             | 2-8-13           |
| Date           |             | SPIN 143029752<br>FRN 0014290357 |                  |

Approved as to form:

Deputy Attorney Principal: \_\_\_\_\_ Bryan B Chambers. Date \_\_\_\_\_



## DEDICATED INTERNET ACCESS SERVICE AGREEMENT

Contract Number YR16

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

### NETWORK SERVICES BUSINESS REPRESENTATION

|                   |                 |       |              |
|-------------------|-----------------|-------|--------------|
| Managing Partner: | Scott Madison   | SM365 | 775-851-2600 |
| Agent Name:       | Lance Torgerson | SM365 | 800-726-2575 |

### ACCOUNT INFORMATION (Please provide a separate Technical Form for each Service Location) Please note that the fields in sections I, II, and III are required

| COMPANY INFORMATION                    |                       |          |   | BILLING INFORMATION (if different than company information) |                              |          |  |
|--|-----------------------|----------|---|---|------------------------------|----------|--|
| I. Company Name (Service Company Name) |                       |          |   | II. Bill To:  |                              |          |  |
| Gila County                            |                       |          |   | Gila County   |                              |          |  |
| <b>BEN #155287</b>                     |                       |          |   |   |                              |          |  |
| Company Address                        |                       |          |   | Street  |                              |          |  |
| 1400 East Ash                          |                       |          |   | 1400 East Ash   |                              |          |  |
| City                                   | State                 | Zip Code |   | City  | State                        | Zip Code |  |
| Globe                                  | AZ                    | 85501    |   | Globe   | AZ                           | 85501    |  |
| Contact Person                         | Phone Number          |          |   | Billing Contact Person                                      | Billing Contact Phone Number |          |  |
| Yodona Pennell                         | 928-402-8769          |          |   | Accounts Payable  | 928-402-8769                 |          |  |
| Contact Fax Number                     | Contact Email Address |          | III. REQUIRED FOR ALL: Legal Company Name |   |                              |          |  |
| 928-425-3462                           | ypennell@gcdaz.org    |          | Gila County                               |   |                              |          |  |

### ACCOUNT DETAIL INFORMATION

|  |                                  |  |   |
|--|----------------------------------|--|---|
| Average Monthly Usage  | Monthly Revenue Commitment (MUC) | <input type="checkbox"/> New Account                 | Tax Exemption (send certificate)                                  |
| \$350.00   | \$350.00                         | <input checked="" type="checkbox"/> Existing Account | Federal: <input type="checkbox"/> State: <input type="checkbox"/> |
|  |                                  | Account # 216  |   |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched |                                  |  |   |

### BILLING OPTIONS

|  |
|--|
| <input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)  |
| <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)<br>Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 Headquarters Account Name (Company):   |
| <input type="checkbox"/> CORPORATE BILLING:<br>Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br>Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of |

Billing Report Options (please provide supporting paperwork):

### SERVICE TERM AND PROMOTIONS

|   |   |                                 |  |  |
|---|---|---------------------------------|--|--|
| Term Plans (MTM)  |   | <input type="checkbox"/> 12 Mo. | <input checked="" type="checkbox"/> 36 Mo. | <input type="checkbox"/> 60 Mo   |
| Access Type: (Unit)   | T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/> | # Of Units:                     | 1  | Service Type: <input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |
| 1.544 Bonded Managed Loop   |   |                                 | \$300.00                                   |  |
| 1.544 Mbps Managed Internet Port  |   |                                 | \$50.00                                    |  |
| Isabelle Hunt Memorial Library<br>6124 N. Randell, Pine AZ                          |   | Tax + or -                      | \$ 21.00                                   |  |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge) |   |                                 | <b>\$371.00</b>                            |  |

**Install: waived**

**Tax Subject to change + or - \$100.00 per year**



Contract Number YR16

**DEDICATED INTERNET ACCESS SERVICE AGREEMENT**

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Network Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

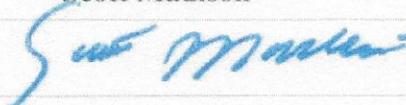
Legal Arizona Workers Act Compliance. Network Services hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Network Services, employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State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

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services, to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Network Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Network Services shall advise each subcontractor of Client'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 Client 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 Network Services

| Customer                    |  | Network Services                 |  |
|-----------------------------|--|----------------------------------|--|
| Name (Printed)              |  | Name (Printed)                   | Scott Madison  |
| Signature (x)               |  | Signature (x)                    |  |
| Company Name<br>Gila County |  | Title                            | Managing Partner   |
| Title                       |  | Date                             | 2-8-13   |
| Date                        |  | SPIN 143029752<br>FRN 0014290357 |  |

Approved as to form:

Deputy Attorney Principal: \_\_\_\_\_ Bryan B Chambers. Date \_\_\_\_\_



## DEDICATED INTERNET ACCESS SERVICE AGREEMENT

Contract Number YR16

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

|   |                 |       |              |
|---|-----------------|-------|--------------|
| <b>NETWORK SERVICES BUSINESS REPRESENTATION</b> |                 |       |              |
| Managing Partner:                               | Scott Madison   | SM365 | 775-851-2600 |
| Agent Name:                                     | Lance Torgerson | SM365 | 800-726-2575 |

**ACCOUNT INFORMATION** (Please provide a separate Technical Form for each Service Location)  
**Please note that the fields in sections I, II, and III are required**

|  |  |                       |          |  |  |                              |          |
|--|--|-----------------------|----------|--|--|------------------------------|----------|
| <b>COMPANY INFORMATION</b>             |  |                       |          | <b>BILLING INFORMATION</b> (if different than company information) |  |                              |          |
| I. Company Name (Service Company Name) |  |                       |          | II. Bill To:   |  |                              |          |
| Gila County                            |  |                       |          | Gila County  |  |                              |          |
| BEN #155287                            |  |                       |          |  |  |                              |          |
| Company Address                        |  |                       |          | Street   |  |                              |          |
| 1400 East Ash                          |  |                       |          | 1400 East Ash  |  |                              |          |
| City                                   |  | State                 | Zip Code | City   |  | State                        | Zip Code |
| Globe                                  |  | AZ                    | 85501    | Globe  |  | AZ                           | 85501    |
| Contact Person                         |  | Phone Number          |          | Billing Contact Person   |  | Billing Contact Phone Number |          |
| Yodona Pennell                         |  | 928-402-8769          |          | Accounts Payable   |  | 928-402-8769                 |          |
| Contact Fax Number                     |  | Contact Email Address |          | III. REQUIRED FOR ALL: Legal Company Name                          |  |                              |          |
| 928-425-3462                           |  | ypennell@gcdaz.org    |          |  |  |                              |          |
|  |  |                       |          | Gila County  |  |                              |          |

**ACCOUNT DETAIL INFORMATION**

|  |                                  |  |   |
|--|----------------------------------|--|---|
| Average Monthly Usage  | Monthly Revenue Commitment (MUC) | <input type="checkbox"/> New Account                 | Tax Exemption (send certificate)                                  |
| \$350.00   | \$350.00                         | <input checked="" type="checkbox"/> Existing Account | Federal: <input type="checkbox"/> State: <input type="checkbox"/> |
|  |                                  | Account # 216  |   |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched |                                  |  |   |

**BILLING OPTIONS**

STANDARD BILLING (Single Account Billing)

MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)  
 Multi-Account Service Option:  1  2 Headquarters Account Name (Company):

CORPORATE BILLING:  
 Corporate Billing Option:  1  2  3  4  
 Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of

**Billing Report Options** (please provide supporting paperwork):

|   |   |                  |                 |                                 |  |                                |
|---|---|------------------|-----------------|---------------------------------|--|--------------------------------|
| <b>SERVICE TERM AND PROMOTIONS</b>  |   | Term Plans (MTM) |                 | <input type="checkbox"/> 12 Mo. | <input checked="" type="checkbox"/> 36 Mo.                                       | <input type="checkbox"/> 60 Mo |
| Access Type: (Unit)   | T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/> | # Of Units:      | 1               | Service Type:                   | <input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |                                |
| 1.544 Bonded Managed Loop   |   |                  | \$300.00        |                                 |  |                                |
| 1.544 Mbps Managed Internet Port  |   |                  | \$50.00         |                                 |  |                                |
| Miami Memorial Library<br>282 S. Adonis Ave. Miami AZ 85539                         |   | Tax + or -       | \$ 21.00        |                                 |  |                                |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge) |   |                  | <b>\$371.00</b> |                                 |  |                                |

**Install: waived** **Tax Subject to change + or - \$100.00 per year**



Contract Number YR16

DEDICATED INTERNET ACCESS SERVICE AGREEMENT

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Network Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance. Network Services hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Network Services, employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services, to penalties up to and including suspension or termination of this Contract.

Network Services shall advise each subcontractor of Client'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)."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Network Services

Table with 2 columns: Customer and Network Services. Rows include Name (Printed), Signature (x), Company Name, Title, Date, and SPIN/FRN numbers.

Approved as to form:

Deputy Attorney Principal: Bryan B Chambers. Date



## DEDICATED INTERNET ACCESS SERVICE AGREEMENT

Contract Number YR16

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

| NETWORK SERVICES BUSINESS REPRESENTATION   |  |   |   |   |  |
|--|--|---|---|---|--|
| Managing Partner:  | Scott Madison                                    | SM365   | 775-851-2600  |   |  |
| Agent Name:  | Lance Torgerson                                  | SM365   | 800-726-2575  |   |  |
| <b>ACCOUNT INFORMATION</b> (Please provide a separate Technical Form for each Service Location)<br>Please note that the fields in sections I, II, and III are required   |  |   |   |   |  |
| COMPANY INFORMATION  |  |   | BILLING INFORMATION (if different than company information) |   |  |
| I. Company Name (Service Company Name)<br><br>Gila County<br><br>BEN #155287   |  |   | II. Bill To:<br><br>Gila County                             |   |  |
| Company Address<br><br>1400 East Ash   |  |   | Street<br><br>1400 East Ash                                 |   |  |
| City<br><br>Globe  | State<br><br>AZ                                  | Zip Code<br><br>85501   | City<br><br>Globe   | State<br><br>AZ   | Zip Code<br><br>85501                        |
| Contact Person<br>Yodona Pennell   |  | Phone Number<br>928-402-8769  | Billing Contact Person<br>Accounts Payable                  |   | Billing Contact Phone Number<br>928-402-8769 |
| Contact Fax Number<br>928-425-3462   |  | Contact Email Address<br>ypennell@gclidaz.org   |   | III. REQUIRED FOR ALL: Legal Company Name<br><br>Gila County  |  |
| <b>ACCOUNT DETAIL INFORMATION</b>  |  |   |   |   |  |
| Average Monthly Usage<br><br>\$350.00  | Monthly Revenue Commitment (MUC)<br><br>\$350.00 | <input type="checkbox"/> New Account<br><input checked="" type="checkbox"/> Existing Account      |   | Tax Exemption (send certificate)<br>Federal: <input type="checkbox"/> State: <input type="checkbox"/> |  |
|  |  | Account # 216   |   |   |  |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched   |  |   |   |   |  |
| <b>BILLING OPTIONS</b>   |  |   |   |   |  |
| <input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)  |  |   |   |   |  |
| <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)<br>Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 Headquarters Account Name (Company):   |  |   |   |   |  |
| <input type="checkbox"/> CORPORATE BILLING:<br>Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br>Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of |  |   |   |   |  |
| Billing Report Options (please provide supporting paperwork): <input type="checkbox"/>   |  |   |   |   |  |
| <b>SERVICE TERM AND PROMOTIONS</b> Term Plans (MTM) <input type="checkbox"/> 12 Mo. <input checked="" type="checkbox"/> 36 Mo. <input type="checkbox"/> 60 Mo  |  |   |   |   |  |
| Access Type: (Unit)<br>T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/>   | # Of Units:<br>1                                 | Service Type:<br><input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |   |   |  |
| 1.544 Bonded Managed Loop  |  | \$300.00  |   |   |  |
| Payson Public Library<br>328 N. McLane Rd., Payson AZ<br>1.544 Mbps Managed Internet Port  |  | \$50.00   |   |   |  |
| Tax + or -   |  | \$ 21.00  |   |   |  |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge)  |  | \$371.00  |   |   |  |
| <b>Install: waived</b> <span style="float: right;"><b>Tax Subject to change + or - \$100.00 per year</b></span>  |  |   |   |   |  |



Contract Number YR16

**DEDICATED INTERNET ACCESS SERVICE AGREEMENT**

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Network Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services, to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Network Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Network Services shall advise each subcontractor of Client'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 Client 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 Network Services

| Customer                    |  | Network Services                 |                  |
|-----------------------------|--|----------------------------------|------------------|
| Name (Printed)              |  | Name (Printed)                   | Scott Madison    |
| Signature (x)               |  | Signature (x)                    |                  |
| Company Name<br>Gila County |  | Title                            | Managing Partner |
| Title                       |  | Date                             | 2-8-13           |
| Date                        |  | SPIN 143029752<br>FRN 0014290357 |                  |

Approved as to form:

Deputy Attorney Principal: \_\_\_\_\_ Bryan B Chambers. Date \_\_\_\_\_



Contract Number YR16

### DEDICATED INTERNET ACCESS SERVICE AGREEMENT

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

|  |   |  |   |   |  |
|--|---|--|---|---|--|
| <b>NETWORK SERVICES BUSINESS REPRESENTATION</b>  |   |  |   |   |  |
| Managing Partner:  |   | Scott Madison  |   | SM365 775-851-2600  |  |
| Agent Name:  |   | Lance Torgerson  |   | SM365 800-726-2575  |  |
| <b>ACCOUNT INFORMATION</b> (Please provide a separate Technical Form for each Service Location)<br>Please note that the fields in sections I, II, and III are required   |   |  |   |   |  |
| COMPANY INFORMATION  |   |  | BILLING INFORMATION (if different than company information)   |   |  |
| I. Company Name (Service Company Name)<br><br>Gila County – Tonto Basin<br><b>BEN #155287</b>  |   |  | II. Bill To:<br><br>Gila County   |   |  |
| Company Address<br><br>1400 East Ash   |   |  | Street<br><br>1400 East Ash   |   |  |
| City<br><br>Globe  | State<br><br>AZ   | Zip Code<br><br>85501  | City<br><br>Globe   | State<br><br>AZ   | Zip Code<br><br>85501  |
| Contact Person<br><br>Yodona Pennell   |   | Phone Number<br><br>928-402-8769   | Billing Contact Person<br><br>Accounts Payable  |   | Billing Contact Phone Number<br><br>928-402-8769                                 |
| Contact Fax Number<br><br>928-425-3462   |   | Contact Email Address<br><br>ypennell@gcdaz.org  | III. REQUIRED FOR ALL: Legal Company Name<br><br>Gila County  |   |  |
| <b>ACCOUNT DETAIL INFORMATION</b>  |   |  |   |   |  |
| Average Monthly Usage<br><br>\$557.50  | Monthly Revenue Commitment (MUC)<br><br>\$557.50                          | <input type="checkbox"/> New Account<br><input checked="" type="checkbox"/> Existing Account |   | Tax Exemption (send certificate)<br><br>Federal: <input type="checkbox"/> State: <input type="checkbox"/> |  |
|  |   | Account # 207  |   |   |  |
| Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched   |   |  |   |   |  |
| <b>BILLING OPTIONS</b>   |   |  |   |   |  |
| <input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)  |   |  |   |   |  |
| <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account)<br>Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 Headquarters Account Name (Company):   |   |  |   |   |  |
| <input type="checkbox"/> CORPORATE BILLING:<br>Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4<br>Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of |   |  |   |   |  |
| Billing Report Options (please provide supporting paperwork): <input type="checkbox"/>   |   |  |   |   |  |
| <b>SERVICE TERM AND PROMOTIONS</b>   |   |  |   |   |  |
| Term Plans (MTM)   |   |  | <input type="checkbox"/> 12 Mo. <input checked="" type="checkbox"/> 36 Mo. <input type="checkbox"/> 60 Mo |   |  |
| Access Type: (Unit)  | T-1 <input checked="" type="checkbox"/> -OR- DS3 <input type="checkbox"/> | # Of Units:  | 1   | Service Type:   | <input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline |
| 1.544 Managed Loop (415 Old Hwy 188)   |   | \$350.00   |   |   |  |
| 1.544 Mbps Managed Internet Port(415 Old Hwy 188)  |   | \$148.00   |   |   |  |
| Tax + or -   |   | \$ 59.50   |   |   |  |
| <b>TOTAL Net Monthly Charge for Access</b><br>(Qty Units x net monthly Unit charge)  |   | \$557.50   |   |   |  |
| <b>Install: waived</b>   |   |  | <b>Tax Subject to change + or - \$100.00 per year</b>   |   |  |



Contract Number YR16

**DEDICATED INTERNET ACCESS SERVICE AGREEMENT**

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

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

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 Network Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

Client shall have the right at any time to inspect the books and records of Network Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Network Services. or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Network Services. to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Network Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Network Services shall advise each subcontractor of Client'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 Client 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 Network Services

| Customer                    |  | Network Services                 |                         |
|-----------------------------|--|----------------------------------|-------------------------|
| Name (Printed)              |  | Name (Printed)                   | <b>Scott Madison</b>    |
| Signature (x)               |  | Signature (x)                    |                         |
| Company Name<br>Gila County |  | Title                            | <b>Managing Partner</b> |
| Title                       |  | Date                             |                         |
| Date                        |  | SPIN 143029752<br>FRN 0014290357 |                         |

Approved as to form:

Deputy Attorney Principal: \_\_\_\_\_ Bryan B Chambers. Date \_\_\_\_\_



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Navigation: Service Terms & Conditions

## Service Terms & Conditions

### TERMS AND CONDITIONS OF SERVICE

**These Terms and Conditions of Service are incorporated into, and constitute an essential part of, the Services Agreement (the "Agreement") between Customer and NETWORK SERVICES. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement. NETWORK SERVICES and Customer may be referred to herein individually as a "Party" and collectively as the "Parties."**

**1. Regulation.** At any time, NETWORK SERVICES may increase rates and prices to reflect any rate or price increases imposed on NETWORK SERVICES by any of its underlying service providers. Additionally, the rates and prices set forth in the Agreement are subject to change immediately upon the imposition of new regulations, modifications of existing regulations, new interpretation, application or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state and/or local regulatory agency, legislative body, or court of competent jurisdiction, including, without limitation, the imposition of any charges, surcharges, and/or taxes in reliance on or as a result of the same ("Regulatory Change"). NETWORK SERVICES reserves the right, at any time and without liability, to: (i) pass through to Customer all, or a portion of, any charges, - or surcharges directly or indirectly related to such Regulatory Change, -; (ii) modify the Service(s), rates (including any rate guarantees), promotions, terms and/or conditions of this Agreement in order to conform to such action; or (iii) if such Regulatory Change materially and adversely impairs the provision of any or all Services under the Agreement, as determined by NETWORK SERVICES in its sole discretion, terminate the Agreement and/or any affected Service and related SOF.

**2. Tariffs.** "Tariffs" shall refer to NETWORK SERVICES' applicable tariffs. The Agreement incorporates by reference the terms of each such Tariff to the extent Customer subscribes to Services provided by NETWORK SERVICES which are covered by any applicable Tariff. The Agreement may be superseded by a Tariff filed with the appropriate regulatory agency, which Tariff may contain such modifications of the provisions of the Agreement as NETWORK SERVICES deems appropriate. NETWORK SERVICES may modify its Tariffs from time to time in accordance with law and thereby affect Services furnished to Customer hereunder, except that the terms and conditions of the Agreement shall supplement, to the extent not inconsistent, Tariff terms and conditions. If any of NETWORK SERVICES' applicable Tariffs are cancelled during the Term of the Agreement, such cancelled Tariff(s) will be deemed to be incorporated by reference into the Agreement on the effective date of cancellation, as supplemented by any non-inconsistent product descriptions, definitions, prices and other terms and conditions contained in any price guide ("Price Guide") or similar document posted by NETWORK SERVICES on a NETWORK SERVICES website accessible by Customer, such as [www.\[insert NETWORK SERVICES DOMAIN NAME\].com/tariff](http://www.[insert NETWORK SERVICES DOMAIN NAME].com/tariff), and may be modified by NETWORK SERVICES from time to time and thereby affect the previously tariffed Service furnished to Customer.

**3. Billing Disputes.** Only disputes made in good faith, in a timely manner and properly documented as required herein, as determined by NETWORK SERVICES in its sole discretion, will be considered by NETWORK SERVICES. To meet these requirements, Customer must provide NETWORK SERVICES with written notice of any disputed charge(s) within thirty (30) days of the original Due Date for such charges. Along with such notice, Customer shall set forth in detail all grounds for disputing each charge and provide all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. NETWORK SERVICES and Customer shall attempt in good faith promptly to resolve any dispute within thirty (30) days of NETWORK SERVICES' receipt of notice of that dispute. If a dispute is not resolved, NETWORK SERVICES shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. If NETWORK SERVICES determines that any amount withheld in dispute is owed, Customer shall pay that amount within ten (10) days of its receipt of written notice from NETWORK SERVICES of such determination, plus interest at the lower of 1.5% per month or the maximum rate permissible under applicable state law, calculated from the Due Date until the date payment is received by NETWORK SERVICES. Failure to pay such amount in full within such ten (10) day period shall be a breach hereof and shall entitle NETWORK SERVICES, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If NETWORK SERVICES determines that any amount withheld in dispute is not owed, NETWORK SERVICES shall issue a credit for that amount on the first invoice issued by NETWORK SERVICES for a full billing cycle after NETWORK SERVICES' determination is made. Customer's exclusive remedy for issues relating, whether directly or indirectly, to any disputes shall be in the forum and pursuant to the laws as set forth in Section 21 hereof.

**4. Reinstatement.** Service will only be reinstated once all outstanding bills have been paid in full and any other cause for suspension or disconnection has been remedied in full. A reinstatement fee equal to 3 months of service will be charged to reestablish Service that has been suspended or disconnected. Notwithstanding the foregoing, Customer understands and agrees with respect to Service that has been suspended or disconnected that: (a) Customer is responsible for payment of all applicable Early Termination Charges for such Service; (b) NETWORK SERVICES may, in its sole discretion, impose new deposit requirements, connection fees and minimum term commitments for the reinstatement of the Service; and (c) reinstatement may take approximately 45 days to occur.

**5. Service Interruption.** In the event Customer experiences any interruption in its Service that it believes to be material, Customer shall immediately notify NETWORK SERVICES' Network Operations Center at (800) 726-2575 and request that NETWORK SERVICES open a trouble ticket to investigate. Before notifying NETWORK SERVICES, Customer shall ascertain that the interruption is not within Customer's control (e.g. Customer equipment, wiring, networking, etc.) and Customer shall be liable to reimburse NETWORK SERVICES for all costs incurred by NETWORK SERVICES in connection with an interruption that was within Customer's control. Customer shall retain each trouble ticket number opened on its behalf. Notwithstanding the reporting of an interruption in its Service, Customer shall only be entitled to a credit where NETWORK SERVICES determines that each of the following conditions exist: (i) the interruption or "outage" exists for a period of time of not less than two (2) continuous hours and renders the Service "unavailable" (as defined in the Specification) during that entire time period (and which is not a scheduled outage); (ii) a trouble ticket is opened by the Customer with NETWORK SERVICES within two (2) days of the commencement of the outage; and (iii) a request for credit is made in writing to NETWORK SERVICES within thirty (30) days of the date the trouble ticket was opened. Customer acknowledges that it is reasonable to base Customer's entitlement to credits on each of the conditions identified above and it is reasonable to limit Customer's recovery to the outage credit described below ("Outage Credit"). Customer waives all rights to damages or to other relief in the event of an interruption or outage in its Services.

Outage Credit determined by the following formula in the event of an outage:  $\text{Outage} = [(\text{Hours of Outage} - 2 \text{ hours}) / 720 \text{ Hours}] \times \text{Monthly charge of Affected Facility}$

An Outage Credit shall apply to the charges for the total mileage between end terminals of any facility affected by an Outage: provided, however, that if any portion of the affected Facility remains beneficially used or useable by Customer between any intermediate terminals (where Customer has installed drop and insert capability) or end terminals, the Outage

Credit shall not apply to that pro-rata portion of the mileage. The length of each Outage shall be calculated in hours and shall include fractional portions thereof. An Outage shall be deemed to have commenced upon verifiable notification thereof by Customer to NETWORK SERVICES, or when indicated by network control information actually known to NETWORK SERVICES network personnel, whichever is earlier. Each Outage shall be deemed to terminate upon restoration of the affected service as evidenced by appropriate network tests by NETWORK SERVICES. NETWORK SERVICES shall give notice to Customer of any scheduled outage as early as is practicable. Outage Credits shall be granted only for Outages resulting from the unavailability of the Facilities provided by NETWORK SERVICES to Customer and shall not be granted if the malfunction of any end-to-end circuit is due to an outage or other defect occurring in the Interconnection Facilities not provided by NETWORK SERVICES or any outage due to customer's end equipment. All Outage Credits shall be credited on the next monthly invoice for the affected Facility and the total of all Outage Credits applicable to or accruing in a given month shall not exceed the amount payable by Customer to NETWORK SERVICES for that same month for such Facility. Except as provided in Section 7 below, the Outage Credits described in this Section of the Agreement shall be the sole and exclusive remedy of Customer in the event of any Outage. Notwithstanding any other provision of the Agreement to the contrary, no Outage Credits shall be issued unless Customer requests same in writing no later than forty-five (45) days following the Outage.

**6. Credit.** Customer's execution of the Agreement signifies Customer's acceptance of NETWORK SERVICES' initial and continuing credit approval procedures and policies as a condition of NETWORK SERVICES providing Services. NETWORK SERVICES reserves the right to withhold initiation of full implementation of Services under the Agreement pending initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by NETWORK SERVICES including, but not limited to, security for payments due hereunder in the form of a cash deposit via wire transfer, guarantee, irrevocable letter of credit from a financial institution, or other forms of security acceptable to NETWORK SERVICES, in its sole discretion. In instances where Customer is required to provide NETWORK SERVICES with security in the form of a cash deposit, the cash deposit shall bear interest at the rate for telephone security deposits set by the Public Utility/Service Commission in the state where Customer is headquartered. In certain situations, NETWORK SERVICES shall require Customer to pre-pay for all Services provided by NETWORK SERVICES in cash, via wire transfer. Initial prepayment amount for service is one and one-half (1.5) months' estimated usage. Regardless of initial prepayment amount, it shall be the responsibility of Customer to always maintain sufficient prepayment credit balance to cover weekends and holidays. If Customer expects usage of Service to increase, it must make appropriate adjustments to amount of prepayment. NETWORK SERVICES retains the right to suspend service without notice or liability to Customer if at any time Customer does not have sufficient prepayment credit balance to cover estimated usage at any time. Upon request by NETWORK SERVICES at any time, Customer agrees to provide financial statements or other indications of financial circumstances. As may be determined by NETWORK SERVICES, in its sole discretion at any time, if the financial circumstances or payment history of Customer is, or becomes unacceptable, NETWORK SERVICES may require a new or increased deposit, pre-payment, guarantee or irrevocable letter of credit at NETWORK SERVICES' discretion, to secure Customer's payments for the remainder of the Term and such deposit, pre-payment, guarantee or irrevocable letter of credit shall be provided within five (5) days of written request. Failure of Customer to provide the requested security pursuant to the Agreement shall constitute a breach of the Agreement and NETWORK SERVICES may suspend or terminate Services until such time as the required security is received.

**7. Remedies.** Upon the happening of any Event of Default, the non-defaulting Party, in addition to any other rights it has at law or equity, may: (1) suspend its performance under the Agreement until such default is remedied but only after providing written notice of such suspension to the defaulting Party; or (2) terminate the Agreement for so long as such default remains uncorrected but only after providing written notice of termination to the defaulting Party. If Customer is the defaulting Party, NETWORK SERVICES may collect the total of all charges specified herein throughout the remainder of each Facility's Minimum Service Term as a single amount, which shall become due and payable upon written notification to the Customer of this election by NETWORK SERVICES. Additionally, if Customer is the defaulting Party NETWORK SERVICES shall have the right to enter Customer's premises to remove any and all equipment provided to Customer by NETWORK SERVICES.

**8. Force Majeure.** 8.1 Except as provided in sub-Section 8.2 below, NETWORK SERVICES shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, fiber optic cable cut, storm or other similar catastrophes, any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the Parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties. 8.2 If any such failure of performance on the part of NETWORK SERVICES shall be for: (i) thirty (30) days or less, then the Agreement shall remain in effect but Customer shall be relieved of its obligation to pay for that portion of the Facilities and/or Services affected for the period of such failure of performance; or (ii) more than thirty (30) days, then Customer may terminate the provisions of the Agreement only insofar as they relate to the Facilities and/or Services so affected.

**9. Limitation of Liability.** IN NO EVENT SHALL NETWORK SERVICES OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES NETWORK SERVICES OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NETWORK SERVICES SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OF THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS NETWORK SERVICES FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THE AGREEMENT SHALL BE STRICTLY LIMITED TO OUTAGE CREDITS AS DESCRIBED HEREIN.

**10. Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents, successors and assigns (collectively, the "Indemnified Party") from all claims (each, a "Claim") by any third party for damages, costs, expenses and liabilities, including reasonable attorney's fees and disbursements arising in connection with the Indemnifying Party's performance of its obligations and duties under the Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any such Claim.

**11. Disclaimer of All Warranties.** NETWORK SERVICES SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. Equipment.** Any equipment provided to Customer by NETWORK SERVICES for use in conjunction with a Facility will be subject to the terms and conditions set forth in the Agreement. NETWORK SERVICES will "drop ship" the equipment to Customer via certified carrier with tracking technology. Customer is responsible to be present for receipt of delivery. Customer must unpack and place the equipment in a secure and environmentally controlled space that is within 50 feet of the LEC demarc. Customer also agrees to provide the analog POTS line that will at all times remain plugged into the provided equipment. The number for the analog line shall be provided to NETWORK SERVICES' provisioning staff prior to turn up, and the line shall be in good working order on the date and time of the turn up. The cost and maintenance of the analog line is the Customer's responsibility. If at anytime during the Term a equipment fails and is in need of replacing, NETWORK SERVICES will provide replacement equipment. The equipment failure shall be determined by the NETWORK SERVICES' NOC working with the customer in conjunction of NETWORK SERVICES' technical staff. Once determined by NETWORK SERVICES, in its sole discretion, that the equipment is need of replacing, NETWORK SERVICES will ship overnight a replacement equipment to Customer's site on the next business day if determined by noon CST. If NETWORK SERVICES installs or provides equipment on Customer's premises for the purpose of enabling NETWORK SERVICES to provide the Facility to Customer, Customer agrees to provide NETWORK SERVICES reasonable access into Customer's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of the equipment, as well as NETWORK SERVICES' installers with a safe working environment. Additionally, Customer acknowledges that it will have no right, title or interest in any equipment that NETWORK SERVICES installs. NETWORK SERVICES and Customer agree that the equipment will not become a fixture and Customer shall keep the equipment free from all liens, charges and encumbrances. Customer agrees: (1) to use the equipment only for the purpose of receiving Services ordered from NETWORK SERVICES and no other purpose; (2) to prevent any connections to the equipment that are not expressly authorized by NETWORK SERVICES; (3) to prevent tampering, altering or repair of the equipment, or inside wiring, by any person other than NETWORK SERVICES' authorized personnel; (4) to assume complete responsibility for improper use, damage or loss of such equipment regardless of cause (including damage or loss caused by force majeure events), except to the extent caused by NETWORK SERVICES or its suppliers; and (5) to return the equipment in good condition, ordinary wear and tear resulting from proper use excepted, immediately upon discontinuance of Service. In the event the equipment is not returned in good condition, Customer agrees to pay NETWORK SERVICES the amount set forth in the Agreement for each equipment device.

**13. IP Addresses.** Customer may request that NETWORK SERVICES obtain IP addresses and assign Internet access space for the benefit of Customer during the Term (subject to availability). NETWORK SERVICES will route IP addresses on NETWORK SERVICES' Network. Customer hereby agrees and acknowledges that Customer does not have rights and ownership interest in any NETWORK SERVICES obtained IP Addresses, and upon termination of the Agreement, Customer agrees that all rights to access and right to use such IP Addresses shall terminate immediately.

**14. No Right To Intellectual Property.** The Agreement confers no right to use the name, service marks, trademarks, copyrights, or patents of either Party except as expressly provided herein. Neither Party shall take any action, which would compromise the registered copyrights or service marks of the other.

**15. Compliance With Law.** In conjunction with the Agreement, each Party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body.

**16. Notices.** All notices, demands, consents, requests, approvals, Customer name and address changes, billing inquiries and requests, or other communication which either Party is required or desires to give or make upon or to the other Party shall be in writing and will be effective when sent, if hand delivered or faxed (with confirmation of receipt); on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation from the service); or on the date received if sent by United States certified or registered mail, return receipt requested. Such Notices will be sent to the addresses set forth in the Agreement on the signature page, unless either Party changes its address by giving written notice of such changes to the other Party in accordance with the Agreement. Customer acknowledges that rate change notices may be delivered by NETWORK SERVICES to Customer by email or facsimile and shall be deemed to be delivered when received by Customer.

**17. No Third Party Beneficiaries.** The Agreement is being executed for the sole and exclusive benefit of the Parties hereto and is not for the benefit of any third parties. The execution hereof shall not create any obligations or confer any rights on any person or entity other than the Parties hereto.

**18. Obligations of Customer.** Customer acknowledges that it is Customer's sole responsibility to supply immediate notice to NETWORK SERVICES if Customer changes any of its contact information. If at any time Customer's name or billing information changes from that which is set forth below, Customer shall have five (5) days to inform NETWORK SERVICES of such changes in accordance with the Notice provisions set forth in the Terms/Conditions.

**19. Relationship of Parties.** Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between NETWORK SERVICES and Customer; the Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party, nor any agent or representative of either Party, shall have, or hold itself out as having; the power or authority to bind or create liability for the other Party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

**20. Fraudulent Calls.** Customer is solely responsible for fraudulent calls or data transmitted utilizing the Services. For a complete description of NETWORK SERVICES' fraud policy, the terms and conditions of which are incorporated by this reference as if copied herein, please refer to our website at [www.myrep.net/fraud](http://www.myrep.net/fraud).

**21. Network Abuse.** Customer is prohibited from abusing the networks of NETWORK SERVICES and its underlying carriers. For a complete description of NETWORK SERVICES' network abuse policy, the terms and conditions of which are incorporated by this reference as if copied herein, please refer to our website at [www.myrep.net/networkabuse](http://www.myrep.net/networkabuse).

**22. Underutilization.** This Section is only applicable to Customers that agree to a Minimum Monthly or Annual Usage Commitment as set forth in the Agreement. For a complete description of NETWORK SERVICES' underutilization policy, the terms and conditions of which are incorporated by this reference as if copied herein, please refer to our website at [www.myrep.net/underutilization](http://www.myrep.net/underutilization).

**23. Termination of Services; Moves.** 23.1 Customer may terminate the Agreement before expiration of the Term by providing NETWORK SERVICES with written notice at least sixty (60) days in advance. In such event, Customer shall pay NETWORK SERVICES a mandatory early termination charge (the "Early Termination Charge") equal to the monthly recurring charge and all associated fees and charges of the terminated Service provided by the number of months remaining in the Term. Customer hereby agrees that an Early Termination Charge is reasonable and fairly represents the amount of damages that NETWORK SERVICES will sustain as a result of such early termination. Payment of an Early Termination Charge shall not relieve the Customer of its obligation to pay any charges incurred hereunder prior to the effective date of such termination. Any written notice pursuant to this Section 23.1 must be sent by an authorized representative of Customer in the manner outlined in the T&Cs and must specifically describe the Service to be terminated and the reasons therefor. Customer must also reasonably cooperate with NETWORK SERVICES to identify the specific circuit(s) or Service(s) being terminated, and Customer agrees to email its disconnect notice to "[insert NETWORK SERVICES email address for disconnections]". Customer understands and agrees that billing will only cease when all information reasonably required by NETWORK SERVICES has been provided. 23.2 Customer will be permitted to move a Service within the same serving wire center. In such event, Customer shall pay a one-time fee equal to specified amount plus all direct and administrative costs incurred by NETWORK SERVICES in connection with the move. Customer understands and agrees that NETWORK SERVICES may modify the rates and fees charged to Customer even if Service is moved within the same serving wire center. NETWORK SERVICES cannot guarantee that Customer may move a Service outside of the same serving wire center. Any request by a Customer to move a Service outside of the same serving wire center will be handled on an individual case basis. NETWORK SERVICES' inability to honor a move will not relieve Customer from obligation under the Agreement.

**24. Charges and Payment.** All charges shall be set forth in the Service Agreement. Monthly recurring charges (MRCs) shall be invoiced by NETWORK SERVICES on a monthly basis in advance and nonrecurring charges shall be invoiced in arrears each month for the previous month's usage; provided, however, that NETWORK SERVICES shall have the right to bill Customer for any additional recurring and non-recurring charges incurred during any billing period for up to two (2) years following the close of that billing period. In addition, NETWORK SERVICES may, in its sole discretion, request a deposit amount equal to the last monthly invoice or the projected amount of the invoice for the upcoming billing period. Customer shall make all payments for all amounts not properly disputed as required hereunder by the due date printed on the invoice (the "Due Date"). Customer shall advise NETWORK SERVICES in writing in the event that it does not receive an invoice for any billing period; provided, however, that the failure by NETWORK SERVICES to deliver an invoice during any billing period and/or the failure by Customer to provide the required notice shall not relieve Customer of its absolute obligation to make all payments required hereunder in a full and timely manner. In the event that the Start of Service Date for any Facility falls on any day other than the first day of any month, the first invoice to Customer shall consist of: (1) the pro-rated portion of the applicable monthly charge covering the period from the Start of Service Date to the first day of the subsequent month; and (2) the monthly charge for the following month. In addition to its other rights hereunder, in the event that any amounts are not paid in full by the Due Date, NETWORK SERVICES may: (1) impose a late payment charge of the lower of one and one-half percent (1.5%) per month or the highest legally permissible rate, and such late charge shall be payable upon delivery of NETWORK SERVICES' next invoice to Customer; (2) require security in the amount and form determined by NETWORK SERVICES, in its sole discretion, as a condition of the continued provision of all such Facilities and/or Services; and/or (3) suspend or terminate the Services with two (2) days written notice. NETWORK SERVICES reserves right to replace current facilities with new facilities, including but not limited to loops, IP ports and IOC components. Any applicable sales, use, commercial or other taxes or fees imposed with respect to Facilities provided by NETWORK SERVICES (other than taxes on NETWORK SERVICES' income), as well as any other fees or assessments imposed by any governmental or quasi-governmental authority (including any private company or the like acting on behalf of such governmental or quasi-governmental authority) and any fees or charges which have the effect of increasing NETWORK SERVICES' cost of providing such Facilities, shall also be payable by Customer in addition to the other charges set forth in the Agreement. NETWORK SERVICES shall have the right to adjust its rates and charges, impose additional rates, charges or surcharges or change any other term of the Agreement (collectively, a "Change"). A Change shall become effective thirty (30) days after written notice of the Change has been provided to Customer; provided, however, that Customer may terminate any Service adversely affected by the Change (such termination to be effective upon the date the Change would have taken effect) by giving written notice of termination to NETWORK SERVICES within ten (10) days of its receipt of notice of the Change from NETWORK SERVICES. If Customer does not terminate the adversely affected Service within ten (10) days of such notice, any Change shall be effective for the remainder of the Term. NETWORK SERVICES may, in its sole discretion, provide Customer with DNS support. If NETWORK SERVICES chooses to provide Customer with DNS support, NETWORK SERVICES shall charge Customer the sum of contracted amount per month to provide DNS and contracted amount per month to provide reverse DNS. In addition, NETWORK SERVICES shall charge Customer the sum of contracted amount for every DNS or reverse DNS change made by NETWORK SERVICES in excess of one (1) change per calendar quarter. NETWORK SERVICES may, in its sole discretion, provide Customer with technical support. In the event NETWORK SERVICES provides Customer with technical support, NETWORK SERVICES shall charge Customer at a rate of \$70.00 per hour for same. NETWORK SERVICES shall charge Customer a fee of \$30.00 for every NSF check received by NETWORK SERVICES.

**25. Facilities Ordered Delivery & Minimum Service Term.** NETWORK SERVICES shall supply to Customer the Services described in the Agreement. On the Effective Date, NETWORK SERVICES shall notify Customer of the target date for delivery of the Facilities (the "Estimated Availability Date"). NETWORK SERVICES shall use commercially reasonable efforts to install each such Facility on or before the Estimated Availability Date; provided, however, the inability of NETWORK SERVICES to deliver a Facility or make any Services available by such date shall not be a breach of the Agreement. NETWORK SERVICES shall use commercially reasonable efforts for all Customer circuits and sites to go "live" on the same day; provided, however, the inability of NETWORK SERVICES to cause all Customer circuits and sites to go "live" on the same day shall not be a breach of the Agreement, and Customer shall be responsible for all charges incurred once a circuit or site goes "live" regardless of whether other circuits or sites have not yet gone "live". Customer shall take and pay for each Facility for the applicable Minimum Service Term set forth in the Service Agreement. The Minimum Service Terms for each Facility and/or Service shall begin on the date (the "Start of Service Date") on which Customer accepts delivery of such Facility or after the date on which NETWORK SERVICES notifies Customer that the facility is available for use, whichever is sooner. If Customer cancels the Agreement on or after the fourth (4th) day following Effective Date but before the Start of Service Date for such Service, Customer shall pay in accordance with these T&Cs a charge equal to (a) one month's Monthly Recurring Charge ("MRC") for the Service ordered; (b) NETWORK SERVICES' internal costs incurred in attempting to provide the Services; plus (c) the aggregate fees, charges, expenses, taxes and/or liquidation damages payable by NETWORK SERVICES to any third party suppliers arising out of or in connection with the provision of the Services and/or the cancellation thereof.

**26. Term; Renewal.** The Agreement shall commence on the Effective Date and shall remain effective until the expiration of term specified in the Agreement (the "Initial Term"). The Agreement shall continue on a month to month basis at the same monthly contracted rate, unless NETWORK SERVICES receives written notice from Customer to terminate the Agreement not less than forty-five (45) days prior to the expiration of the Initial Term or the MTM Term then in effect. The Initial Term and all applicable Renewal Terms and Month to Month Term shall hereafter be referred to collectively as the "Term". Notwithstanding any other provision in the Agreement or in these Terms and Conditions, NETWORK SERVICES may elect to terminate the Agreement upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from Customer's receipt of such notice.

**27. Assignment.** Neither the Agreement nor any of Customer's rights or obligations hereunder may be sold, assigned, encumbered or transferred by operation of law or otherwise, without the prior written approval of NETWORK SERVICES, which consent shall not be unreasonably withheld. NETWORK SERVICES may freely transfer, assign or otherwise manner encumber the Agreement and its rights and obligations hereunder.

**28. Event of Default.** An "Event of Default" shall occur if: (1) Customer fails to make any payment required to be made by it under the Agreement and any such failure remains uncorrected for two (2) calendar days after the date such payment was due; (2) either Party fails to perform or observe any other term or obligation contained in the Agreement or commits any breach hereof, and any such failure or breach remains uncorrected for thirty (30) calendar days (or any lesser number of days if specified elsewhere herein) after receipt of a notice from the non-defaulting Party informing the defaulting Party of such failure; (3) a voluntary or involuntary proceeding shall be commenced by or against either Party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; (4) either Party shall make an assignment for the benefit of creditors; or (5) either Party shall generally not be able to pay its debts as they become due. The Parties expressly agree that the failure of any particular circuit or any number of circuits to meet the Specifications shall not constitute a breach of the Agreement but shall only obligate NETWORK SERVICES to provide Outage Credits as set forth herein. The Agreement may be immediately suspended by NETWORK SERVICES, without notice, if NETWORK SERVICES in its sole discretion determines that its network integrity is in jeopardy, or that any Service is being used, or planned to be used, in an unlawful manner, or otherwise in violation of any term hereof.

**29. Non-Disclosure and Publicity.** Neither Party shall disclose to any third party the terms and conditions of the Agreement without the prior written consent of the other Party.

**30. Governing Law; Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. By its execution and delivery of the Agreement, each of the Parties thereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with the Agreement must be brought in the applicable state or federal court in whose jurisdiction Reno, Nevada is located, which courts shall have exclusive jurisdiction and venue of all matters arising out of or in connection with the Agreement, except for recognition or enforcement of and judgment rendered by said courts

**31. No Modification.** No changes or modification to the Agreement shall be effective unless agreed to by an authorized officer of NETWORK SERVICES either by initials or signature.

**32. No Waiver.** No failure or delay on the part of either Party in exercising any right hereunder and no course of dealing between the Parties shall operate as a waiver of any provision hereof.

**33. Representation of Authority.** The undersigned represents that he/she is authorized to enter into the Agreement and will indemnify NETWORK SERVICES from any liability arising from a breach of this representation. The undersigned further represents that the information provided in the Agreement is correct and that he/she has reviewed and understands the terms and conditions thereof and agrees to be bound thereby.

**34. Headings.** Headings contained herein are provided for convenience and reference only. Headings do not affect or limit the interpretation, contents, or terms of the Agreement.

**35. Severability.** In the event any provision of the Agreement other than the provisions associated with the obligation to make payment for Services hereunder, as applied to either Party or to any circumstance, conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to the Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of the Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of the Agreement does not affect the legality or enforceability of any other provision or portion of the Agreement.

**36. Counterparts.** The Parties hereby acknowledge that the Agreement may be executed in two or more counterparts and duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

**37. Entire Agreement.** Subject to any applicable tariff, the Agreement, along with these T&Cs, constitutes the entire Agreement between NETWORK SERVICES and Customer for the Services provided pursuant to the Agreement and supersedes all previous statements, representations and agreements concerning the subject matter hereof, whether written or oral. No statement, representation or warranty made by any agent or representative of NETWORK SERVICES regarding the Services pursuant to the Agreement or the rates therefore shall be binding upon NETWORK SERVICES unless expressly included therein or in these T&C's.

**BUSINESS SERVICE**

NEW CUSTOMER APPLICATION/CONTRACT

|   |                                     |                                   |                                     |   |                                       |  |                     |
|---|-------------------------------------|-----------------------------------|-------------------------------------|---|---------------------------------------|--|---------------------|
| PHONE   | NEW PHONE #:                        | ADDITIONAL LINE                   | CABLE TV                            | DIAL-UP   | PAGING                                | CSR:   | DATE:               |
| <b>CUSTOMER INFORMATION</b>   |                                     |                                   |                                     |   |                                       |  |                     |
| BUSINESS/COMPANY NAME: Gila County Library District   |                                     |                                   |                                     | BILLING/MAILING ADDRESS: 1400 East Ash Street   |                                       |  |                     |
| OWNER/MANAGER/DIRECTOR NAME:  |                                     |                                   |                                     | PHYSICAL ADDRESS: San Carlos Ave  |                                       |  |                     |
| TITLE:  |                                     |                                   |                                     | CITY/STATE/ZIP CODE: Globe, Arizona 85501   |                                       |  |                     |
| ACCOUNT #: 0000005523   |                                     | ACCT PASSWORD:                    |                                     | CONTACT PERSON/OTHER AUTHORIZED REPRESENTATIVE: Yodona M Pennell  |                                       |  |                     |
| AMERICAN INDIAN   | NATIVE HAWAIIAN OR PACIFIC ISLANDER | HISPANIC OR LATINO                | AFRICAN AMERICAN                    | WHITE   | MAIN BUSINESS/BILLING #: 928-402-8769 |  | FAX #: 928-425-3462 |
| <b>TELEPHONE SERVICE INFORMATION</b>  |                                     |                                   |                                     | <b>DIRECTORY INFORMATION</b>  |                                       |  |                     |
| HAVE YOU HAD PHONE SERVICE WITH SCATUI? To expand DSL Usage <input type="radio"/> YES <input type="radio"/> NO  |                                     |                                   |                                     | <input type="radio"/> NON-PUB - \$1.50/MO   |                                       | <input type="radio"/> NON-LISTED - \$1.00/MO <input type="radio"/> PUBLISHED |                     |
| IF YES, PREVIOUS PHONE #:   |                                     | UNDER WHAT NAME:                  |                                     | NAME AND LISTED ADDRESS (if computer line do not submit address): Data Usage Only   |                                       |  |                     |
| HAS THIS LOCATION HAD PHONE SERVICE BEFORE? Please complete a Service Line Agreement Form To Expand DSL Usage <input type="radio"/> YES <input type="radio"/> NO  |                                     |                                   |                                     | <b>TELEPHONE OPTIONS</b>  |                                       |  |                     |
| PREVIOUS RESIDENTS:   |                                     |                                   |                                     | <input type="radio"/> 900 # AND INTERNATIONAL CALLING BLOCK Data usage only.  |                                       | <input type="radio"/> TOLL/COLLECT BLOCK                                     |                     |
| <b>CABLE TV SERVICE INFORMATION</b>   |                                     |                                   |                                     | <input type="radio"/> WIRE MAINTENANCE PLAN \$ 2.86/MONTH <input type="radio"/> THIRD PARTY BLOCK   |                                       |  |                     |
| HAVE YOU HAD CABLE TV SERVICE WITH SCATUI? <input type="radio"/> YES <input type="radio"/> NO   |                                     |                                   |                                     | <b>TELEPHONE DEPOSIT REQUIREMENT</b>  |                                       |  |                     |
| IF YES, WHEN DID YOU LAST HAVE SERVICE:   |                                     | UNDER WHAT NAME:                  |                                     | New SCATUI Telephone Customers are subject to a \$100.00 deposit in order to establish a credit history. Deposits will be retained for a period of 12 months. The required deposit can be waived if you agree to add a long distance toll block and a collect and third party billing block on your telephone service for one year. |                                       |  |                     |
| HAS THIS LOCATION HAD CABLE TV SERVICE BEFORE? <input type="radio"/> YES <input type="radio"/> NO   |                                     |                                   |                                     | WAIVE DEPOSIT AND BLOCK LONG DISTANCE, COLLECT, AND THIRD PARTY BILLING FOR ONE YEAR? <input type="radio"/> YES <input type="radio"/> NO  |                                       |  |                     |
| IS THE COAX CABLE AND OUTLETS STILL IN PLACE? <input type="radio"/> YES <input type="radio"/> NO  |                                     |                                   |                                     | DEPOSIT SUBMITTED TO OPEN LONG DISTANCE, COLLECT, AND THIRD PARTY: \$100.00 <input type="radio"/> YES <input type="radio"/> NO  |                                       |  |                     |
| PREVIOUS RESIDENTS:   |                                     |                                   |                                     | DEPOSIT DATE:   |                                       | RETAIN TO DATE:  |                     |
| <b>DIAL-UP ACCOUNT</b>  |                                     |                                   |                                     | <b>INSTALLATION/APPOINTMENT</b>   |                                       |  |                     |
| USER NAME/E-MAIL ADDRESS:   |                                     | PASSWORD:                         |                                     | # OF JACK/OUTLET TO INSTALL & LOCATIONS:  |                                       |  |                     |
| SECOND EMAIL ADDRESS:   |                                     | PASSWORD:                         |                                     | This is the San Carlos Public Library we are adding a new DSL Connection. That will make 2 20MG connections.  |                                       |  |                     |
| PREVIOUS ACCOUNT USERNAME/E-MAIL:   |                                     |                                   |                                     | Additional charges for two or more jacks/outlets  |                                       |  |                     |
| Additional E-Mails \$5.00 per account.  |                                     |                                   |                                     | WOULD YOU LIKE TO SET UP AN APPOINTMENT FOR INSTALLATION? <input type="radio"/> YES <input type="radio"/> NO  |                                       |  |                     |
| PAGER #:  |                                     | ACTIVATION DATE:                  |                                     | DATE:   |                                       | TIME:  |                     |
| CAPCODE:  |                                     | SERIAL #:                         |                                     | DRIVING DIRECTIONS:   |                                       |  |                     |
| Customer acknowledges that paging communications may be interrupted at various times for a wide variety of reasons and agrees that SCATUI shall not be held liable for any interruptions of service beyond their control. Paging services available within the state of Arizona only. Limited manufacturer warranty on all pagers. All Pager sales are final. |                                     |                                   |                                     | San Carlos Public Library   |                                       |  |                     |
| INITIAL   |                                     |                                   |                                     | Please list directions to help our technicians locate your home.  |                                       |  |                     |
| YOUR SERVICE IS BILLED IN ADVANCE: YOUR FIRST BILL WILL INCLUDE THE PRORATED AMOUNT OF YOUR PLAN WITH ADDITIONAL SURCHARGES, PLUS THE MONTH IN ADVANCE, AND ANY APPLICABLE INSTALLATION FEES. <b>Addendum A attached.</b>   |                                     |                                   |                                     |   |                                       |  |                     |
| Subject to change + or - \$100.00   |                                     |                                   |                                     |   |                                       |  |                     |
| SCATUI IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.   |                                     |                                   |                                     |   |                                       |  |                     |
| Authorized Signer's Signature   |                                     |                                   |                                     | Approved as to form Deputy Attorney Principal Bryan B. Chambers   |                                       |  |                     |
| X _____ Date:   |                                     |                                   |                                     | X _____ Date:   |                                       |  |                     |
| <b>FOR OFFICE USE ONLY</b>  |                                     |                                   |                                     |   |                                       |  |                     |
| <input type="checkbox"/> LIDB   | <input type="checkbox"/> SLA        | <input type="checkbox"/> PLANT    | <input type="checkbox"/> LD CARRIER | <input type="checkbox"/> FILE   | SERVICE ORDER #:                      |  |                     |
| <input type="checkbox"/> DIRECTORY  | <input type="checkbox"/> MAP        | <input type="checkbox"/> LIFELINE | <input type="checkbox"/> PIC FREEZE | <input type="checkbox"/> FOLLOW-UP  | DATE COMPLETED:                       |  |                     |

# SCATUI - BUSINESS SCHEDULE OF RATES, CHARGES, AND FEES

|            |          |         |       |      |       |
|------------|----------|---------|-------|------|-------|
| PHONE 475- | CABLE TV | DIAL-UP | PAGER | CSR: | DATE: |
|------------|----------|---------|-------|------|-------|

## TELEPHONE SERVICE

### MANDATORY MONTHLY CHARGES

### TAX SURCHARGES

|  |    |                     |   |                                 |
|--|----|---------------------|---|---------------------------------|
| ONE PARTY Business<br><small>An active line is provided with 24-hour dial tone service.</small>        | \$ | 32.00 X 2 = \$64.00 | ☛ | 3.0% FEDERAL TAX x 82.40 = 2.47 |
| SLC Federal Access Line Fee<br><small>Assessed by the FCC to help keep your toll charges down.</small> | \$ | 9.20 X 2 = \$18.40  | ☛ | 2.5% TRIBAL TAX x 82.40 = 2.06  |
| FUSC Federal Universal Service Charge<br><small>Assessed by the FCC to help keep cost down.</small>    | \$ |                     |   |                                 |

Estimated Monthly Charge \$86.93

Subject to change + or - \$100 per year. USF and Fed, state and local taxes.

### NON-REOCCURRING SERVICE CHARGE (ONE-TIME CHARGES)

|  |  |
|--|--|
| ☛ INSTALLATION CHARGE                     \$     50.00     | ☛ SERVICE ORDER CHARGE                     \$     4.00       |
| ☛ ADDITIONAL JACK CHARGE                     \$     30.00  | ☛ RETURN CHECK CHARGE                     \$     15.00       |
| ☛ TELEPHONE NUMBER CHANGE                     \$     20.00 | ☛ TRANSPER/RELOCATE                     \$     50.00         |
| ☛ RECONNECT CHARGE                     \$     40.00        | ☛ SERVICE CHARGE (PER HOUR)                     \$     75.00 |

### OPTIONAL CALLING FEATURES - \$5.00/MO

|                          |                         |                         |
|--------------------------|-------------------------|-------------------------|
| ☛ CALL WAITING           | ☛ SELECTIVE CALL REJECT | ☛ AUTOMATIC CALLBACK    |
| ☛ CALL FORWARDING        | ☛ PRIORITY CALL         | ☛ AUTOMATIC RECALL      |
| ☛ CALLER ID              | ☛ PERSONAL RING         | ☛ SELECTIVE CALL ACCEPT |
| ☛ CALL WAITING/CALLER ID | ☛ THREE WAY CALLING     | ☛ TOLL ABILITY with PIN |
| ☛ DO NOT DISTURB         | ☛ SPEED DIALING         | ☛ WARM LINE             |
| ☛ ANONYMOUS CALL REJECT  | ☛ SPEED DIALING         | ☛ VOICE MAIL            |

## CABLE TV SERVICE

### MANDATORY MONTHLY CHARGES

### ONE-TIME SERVICE CHARGES

|  |  |
|--|--|
| ☛ SAN CARLOS/PERIDOT                     \$     28.00      | ☛ INSTALLATION CHARGE                     \$     44.00       |
| ☛ BYLAS                     \$     24.00                   | ☛ ADDITIONAL OUTLETS (EACH)                     \$     20.00 |
| ☛ SKILL CENTER                     \$     13.75            | ☛ RECONNCT CHARGE                     \$     24.00           |
| ☛ MANDATORY COPY RIGHT FEE                     \$     0.10 | ☛ TRANSFER/RELOCATE                     \$     44.00         |

### OPTIONAL PREMIUM CHANNELS

|   |   |
|---|---|
| ☛ HBO - SAN CARLOS/BYLAS                     \$     10.00     | ☛ CHANGE OF SERVICE                     \$     19.00    |
| ☛ SHOWTIME - SAN CARLOS/BYLAS                     \$     8.00 | ☛ TRIP CHARGE                     \$     15.00          |
| ☛ TMC - THE MOVIE CHANNEL                     \$     8.00     | ☛ SERVICE ORDER CHARGE                     \$     4.00  |
| ☛ SHOWTIME/THE MOVIE CHANNEL                     \$     10.95 | <b><u>ADDITIONAL SERVICES/MONTHLY CHARGE</u></b>        |
|   | ☛ WIRE MAINTENANCE PLAN                     \$     1.86 |

## DIAL-UP INTERNET SERVICE

### MANDATORY MONTHLY CHARGES

### ONE-TIME SERVICE CHARGES

|  |  |
|--|--|
| ☛ UNLIMITED DIAL-UP INTERNET ACCESS                     \$     17.00 | ☛ RECONNCT CHARGE                     \$     10.00     |
| ☛ ADDITIONAL E-MAIL ACCOUNTS                     \$     5.00         | ☛ SERVICE ORDER CHARGE                     \$     4.00 |

## PAGER SERVICE

### MANDATORY MONTHLY CHARGES

### ONE-TIME SERVICE CHARGES

|  |   |
|--|---|
| ☛ PAGER AIRTIME                     \$     9.00        | ☛ PAGER                     \$     55.00          |
| ☛ VOICEMAIL (OPTIONAL)                     \$     1.00 | ☛ ACTIVATION                     \$     8.00      |
|  | ☛ RECONNCT CHARGE                     \$     8.00 |

**YOUR SERVICE IS BILLED IN ADVANCE: YOUR FIRST BILL WILL INCLUDE THE PRORATED AMOUNT OF YOUR PLAN WITH ADDITIONAL SURCHARGES, PLUS THE MONTH IN ADVANCE AND ANY APPLICABLE INSTALLATION FEES.**

ALL RATES AND CHARGES ARE SUBJECT TO CHANGE

## Addendum A

The following terms and conditions will be considered a part of the aforementioned Agreement:

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

**Anti-Terrorism Warranty.** Pursuant to A.R.S. §35-397 SCATUI certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

Client shall have the right at any time to inspect the books and records of SCATUI and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of SCATUI 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 SCATUI 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 SCATUI 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 Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

SCATUI shall advise each subcontractor of Client'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 Client 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 SCATUI

San Carlos Apache Telecommunications Utility, Inc.

\_\_\_\_\_  
Individual Authorized to Sign

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**BUSINESS ADSL**  
NEW CUSTOMER APPLICATION / CONTRACT

**SAN CARLOS APACHE  
TELECOMMUNICATIONS  
UTILITY, INC.**  
10 Telecom Lane  
P.O. Box 1000  
Peridot, AZ 85542  
(928) 475-2433  
Fax (928) 475-7076  
[www.scatui.net](http://www.scatui.net)

**CUSTOMER INFORMATION**

|   |                               |   |  |
|---|-------------------------------|---|--|
| BUSINESS/COMPANY NAME:<br><b>Gila County Library District</b> |                               | BILLING ADDRESS:<br><b>1400 East Ash Street</b>                                   | GILA COUNTY<br><input checked="" type="checkbox"/> |
| OWNER/MANAGER/DIRECTOR NAME:                                  |                               | CITY/STATE/ZIP CODE:<br><b>Globe, Arizona 85501</b>                               | GRAHAM COUNTY<br><input type="checkbox"/>          |
| TITLE:  |                               | PHYSICAL ADDRESS:<br><b>San Carlos Ave</b>  |  |
| ACCOUNT #:<br><b>0000005523</b>                               | ACCT PASSWORD:                | CONTACT PERSON/OTHER AUTHORIZED REPRESENTATIVE:<br><b>Yodona M Pennell</b>        |  |
| MAIN BUSINESS #:<br><b>928-402-8769</b>                       | FAX #:<br><b>928-425-3462</b> | PHONE # FOR DSL SERVICE (FAX LINE OR SECOND LINE):<br><b>Data Line one of two</b> |  |

**HIGH-SPEED INTERNET - ADSL**

**ADDITIONAL NON-REOCCURRING CHARGES**

| Selection                           | DSL Pricing | Download/Upload Speed                  | Equipment Requirement, Mandatory Activation Fee          |                                    |
|-------------------------------------|-------------|--|--|------------------------------------|
| <input type="checkbox"/>            | \$ 59.95    | 4Mg Down/1Mg Up - DSL/Internet Access  | INTERNET/DATA ACTIVATION                                 | \$ 250.00 <input type="checkbox"/> |
| <input type="checkbox"/>            | \$ 89.95    | 6Mg Down/3Mg Up - DSL/Internet Access  | DSL MODEM, (2) LINE FILTERS<br>Wireless Modems Available | \$ 89.95 <input type="checkbox"/>  |
| <input type="checkbox"/>            | \$ 129.95   | 10Mg Down/3Mg Up - DSL/Internet Access | SO ADMINISTRATIVE FEE                                    | \$ 4.00 <input type="checkbox"/>   |
| <input type="checkbox"/>            | \$ 179.95   | 15Mg Down/5Mg Up - DSL/Internet Access | IT TECHNICIAN SET-UP (PER HOUR)                          | \$ 125.00 <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | \$ 219.95   | 20Mg Down/5Mg Up - DSL/Internet Access | UPS-Battery Backup & Surge Protector                     | \$ 30.00 <input type="checkbox"/>  |

**ADDITIONAL SERVICES/EQUIPMENT AVAILABLE**

|   |  |           |                                     |
|---|--|-----------|-------------------------------------|
| ROUTER/SWITCH<br>For more than one computer                   |  |           | <input type="checkbox"/>            |
| DOMAIN REGISTRATION*<br>For BUSINESS EMAIL Accounts           |  | \$ 16.25  | <input type="checkbox"/>            |
| STATIC IP ADDRESS* <b>76.77.18.213</b>                        |  | \$ 15.00  | <input checked="" type="checkbox"/> |
| SET UP CHARGE (Domain/Static IP Address)                      |  | \$ 50.00  | <input type="checkbox"/>            |
| INTERNET CONTENT FILTERING*                                   |  | \$ 25.00  | <input type="checkbox"/>            |
| DATA CONNECTIONS/PER RUN                                      |  | \$ 125.00 | <input type="checkbox"/>            |
| SECURE WIRELESS INTERNET ACCESS*                              |  | \$ 1.00   | <input type="checkbox"/>            |
| WEB HOSTING*<br>Design & Management Support Priced Separately |  |           | <input type="checkbox"/>            |

\* Monthly Re-Occurring Charges

DRIVING DIRECTIONS: Please list directions to help our technicians locate your business  
**We are on DSL contract renewal and Bandwidth increase from 10MG to 20MG**

SERVICE AGREEMENT: By initialing, you are agreeing to keep the services for the full term. Early termination fees will apply if term is not fulfilled. Service Change fees also applies should you decide to LOWER your DSL Speed.  
**07/2013**  
2 YEAR      3 YEAR

I HAVE READ, RECEIVED A COPY OF, AND AGREE TO THE ACCEPTABLE USE POLICY (AUP) AND TERMS AND CONDITIONS.  
I UNDERSTAND THAT IF I OR ANY OTHER USER OF MY INTERNET CONNECTION VIOLATE ANY OR ALL PARTS OF THIS AGREEMENT MY SERVICES WILL BE SUSPENDED INDEFINITELY. Initial Here: **X**  
YOUR SERVICE IS BILLED IN ADVANCE: YOUR FIRST BILL WILL INCLUDE THE PRORATED AMOUNT OF YOUR PLAN WITH ADDITIONAL SURCHARGES, PLUS THE MONTH IN ADVANCE, Subject to change + or - \$100.00 AND ANY APPLICABLE INSTALLATION FEES.  
DSL is a separate service from Telephone and Cable. All SCATUI services are included under one account and on one bill. Should any of your services be disconnected for non-payment, DSL service will also be disconnected. To restore your DSL service a reconnection fee of \$44.00 will apply, in addition to all other reconnect charges for telephone and/or cable tv. Addendum A attached

|   |       |  |       |
|---|-------|--|-------|
| Authorized Signer's Signature<br><b>X</b> | Date: | Second Authorized Signer's Signature<br>Approved as to form      Deputy Attorney Principal      Bryan B Chambers | Date: |
|---|-------|--|-------|

**FOR OFFICE USE ONLY**

|                     |                         |      |
|---------------------|-------------------------|------|
| MODEM PURCHASED:    | TECH SUPPORT REQUESTED: | CSR: |
| DSL MODEM SERIAL #: | SERVICE ORDER #:        |      |

## Addendum A

The following terms and conditions will be considered a part of the aforementioned Agreement:

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

**Anti-Terrorism Warranty.** Pursuant to A.R.S. §35-397 SCATUI certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

Client shall have the right at any time to inspect the books and records of SCATUI and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of SCATUI 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 SCATUI 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 SCATUI 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 Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

SCATUI shall advise each subcontractor of Client'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 Client 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 SCATUI

San Carlos Apache Telecommunications Utility, Inc.

\_\_\_\_\_  
Individual Authorized to Sign

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**BUSINESS ADSL**  
NEW CUSTOMER APPLICATION / CONTRACT

SAN CARLOS APACHE  
TELECOMMUNICATIONS  
UTILITY, INC.  
10 Telecom Lane  
P.O. Box 1000  
Peridot, AZ 85542  
(928) 475-2433  
Fax (928) 475-7076  
[www.scatui.net](http://www.scatui.net)

**CUSTOMER INFORMATION**

|   |                               |   |  |
|---|-------------------------------|---|--|
| BUSINESS/COMPANY NAME:<br><b>Gila County Library District</b> |                               | BILLING ADDRESS:<br><b>1400 East Ash Street</b>                                   | GILA COUNTY<br><input checked="" type="checkbox"/> |
| OWNER/MANAGER/DIRECTOR NAME:                                  |                               | CITY/STATE/ZIP CODE:<br><b>Globe, Arizona 85501</b>                               | GRAHAM COUNTY<br><input type="checkbox"/>          |
| TITLE:  |                               | PHYSICAL ADDRESS:<br><b>San Carlos Ave</b>  |  |
| ACCOUNT #:<br><b>0000005523</b>                               | ACCT PASSWORD:                | CONTACT PERSON/OTHER AUTHORIZED REPRESENTATIVE:<br><b>Yodona M Pennell</b>        |  |
| MAIN BUSINESS #:<br><b>928-402-8769</b>                       | FAX #:<br><b>928-425-3462</b> | PHONE # FOR DSL SERVICE (FAX LINE OR SECOND LINE):<br><b>Data Line two of two</b> |  |

**HIGH-SPEED INTERNET - ADSL**

**ADDITIONAL NON-REOCCURRING CHARGES**

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| <input type="checkbox"/>            | \$ 59.95    | 4Mg Down/1Mg Up - DSL/Internet Access  | INTERNET/DATA ACTIVATION                                 | \$ 250.00 <input type="checkbox"/> |
| <input type="checkbox"/>            | \$ 89.95    | 6Mg Down/3Mg Up - DSL/Internet Access  | DSL MODEM, (2) LINE FILTERS<br>Wireless Modems Available | \$ 89.95 <input type="checkbox"/>  |
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| <input type="checkbox"/>            | \$ 179.95   | 15Mg Down/5Mg Up - DSL/Internet Access | IT TECHNICIAN SET-UP (PER HOUR)                          | \$ 125.00 <input type="checkbox"/> |
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| DATA CONNECTIONS/PER RUN                                      |  | \$ 125.00 | <input type="checkbox"/>            |
| SECURE WIRELESS INTERNET ACCESS*                              |  | \$ 1.00   | <input type="checkbox"/>            |
| WEB HOSTING*<br>Design & Management Support Priced Separately |  |           | <input type="checkbox"/>            |

DSL SPEED IS NOT GUARANTEED. SERVICE MAY NOT BE AVAILABLE IN ALL AREAS. Some factors outside of SCATUI's control may provide variations with your Internet connection speed. SCATUI recommends that customers purchase the DSL modem available at SCATUI.

Line two

**E-MAIL ADDRESS**

|                 |           |   |  |
|-----------------|-----------|---|--|
| E-MAIL ADDRESS: | PASSWORD: | * Monthly Re-Occurring Charges  |  |
| E-MAIL ADDRESS: | PASSWORD: | DRIVING DIRECTIONS: Please list directions to help our technicians locate your business   |  |
| E-MAIL ADDRESS: | PASSWORD: | <p><b>Adding an additional DSL connection 20MG</b><br/><b>Will need a static IP address for this connection</b></p>   |  |
| E-MAIL ADDRESS: | PASSWORD: |   |  |
| E-MAIL ADDRESS: | PASSWORD: | <p>SERVICE AGREEMENT: By initialing, you are agreeing to keep the services for the full term. Early termination fees will apply if term is not fulfilled. Service Change fees also applies should you decide to LOWER your DSL Speed.</p> <p style="text-align: right;"><b>07/2013</b></p> <p style="text-align: right;">2 YEAR      3 YEAR</p> |  |

I HAVE READ, RECEIVED A COPY OF, AND AGREE TO THE ACCEPTABLE USE POLICY (AUP) AND TERMS AND CONDITIONS.

I UNDERSTAND THAT IF I OR ANY OTHER USER OF MY INTERNET CONNECTION VIOLATE ANY OR ALL PARTS OF THIS AGREEMENT MY SERVICES WILL BE SUSPENDED INDEFINITELY.

Initial Here: **X**

**YOUR SERVICE IS BILLED IN ADVANCE: YOUR FIRST BILL WILL INCLUDE THE PRORATED AMOUNT OF YOUR PLAN WITH ADDITIONAL SURCHARGES, PLUS THE MONTH IN ADVANCE, AND ANY APPLICABLE INSTALLATION FEES.**

DSL is a separate service from Telephone and Cable. All SCATUI services are included under one account and on one bill. Should any of your services be disconnected for non-payment, DSL service will also be disconnected. To restore your DSL service a reconnection fee of \$44.00 will apply, in addition to all other reconnect charges for telephone and/or cable tv. [Addendum A attached](#)

|                               |  |
|-------------------------------|--|
| Authorized Signer's Signature | Second Authorized Signer's Signature                           |
| <b>X</b>                      | Approved as to form Deputy Attorney Principal Bryan B Chambers |
| Date:                         | Date:  |

**FOR OFFICE USE ONLY**

|                     |                         |      |
|---------------------|-------------------------|------|
| MODEM PURCHASED:    | TECH SUPPORT REQUESTED: | CSR: |
| DSL MODEM SERIAL #: | SERVICE ORDER #:        |      |

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Any breach of SCATUI 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 SCATUI 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 SCATUI 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 Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of SCATUI

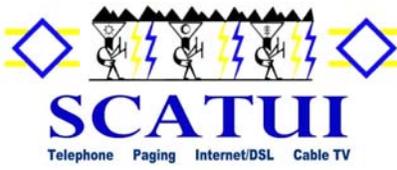
San Carlos Apache Telecommunications Utility, Inc.

\_\_\_\_\_  
Individual Authorized to Sign

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Internet Services Acceptable Use Policy

SCATUI's goal is to provide high quality Internet services ("service" hereafter) to its customers. SCATUI has adopted the following Acceptable Use policy to ensure the integrity of its service and to provide a high quality customer experience. By accessing SCATUI's Internet services, the Customer accepts the terms of this policy and agrees to be bound thereby. This policy is in addition to the restrictions contained in SCATUI's Internet Subscriber Application and Internet Services Terms and Conditions.

**Intended Use-** Each Internet service account is for one household or one business and the customer is responsible for unauthorized use of the account by third-parties. Customer will not resell or redistribute the service to others.

**System Disruption-** Customer will not use the service to disrupt or take any action that interferes with SCATUI's network or equipment, or that of SCATUI's customers. This includes, but is not limited to, altering IP addresses, mail bombing or mass mailing programs, or interfering with, inhibiting or degrading the use and operation of the service provided by SCATUI.

**Illegal or Fraudulent Use-**Customer will not use the service for any purpose that violates local, state or federal laws or that promotes illegal activity, including but not limited to, child pornography, obscene material, sale of illegal weapons, sale of illegal substances, material that violates hate crime laws, fraud, acts of terrorism, pyramid or ponzi schemes. Customer will not impersonate another user, falsify identifying information in any post or transmission in order to mislead or forge another's digital or manual signature.

**Threatening or Harassing Use-**Customer will not use the service to post or transmit any material that harasses, threatens, libels, defames, slanders, encourages bodily harm or unlawful destruction of property.

**Harm to Minors-** Customer will not use the service to harm or attempt to harm a minor, or to send pornographic, obscene or profane materials involving a minor.

**Spamming/Hacking-** Customer will not use the service for spamming (sending unsolicited messages, bulk e-mail or other solicitations). Customer will not alter, remove or forge email headers, or take any action to deceive the recipient of email as to the sender's true identity. Customer will not reference SCATUI in any email in order to mislead the recipient. Customer will not use the service to fraudulently or illegally access the accounts of others, penetrate the security measures of the service or other systems, or to disrupt the service or services of any other user, host, business or network. This includes attempting to access any unauthorized computer, system, network, business, account or any other proprietary material, or using any processes or programs to compromise the security of any of the foregoing, mail bombing or flooding, or any other activity that disrupts the service the services of any other user, host, business or network.

**Security and Viruses-** Customer must take appropriate security precautions for any device or system connected to the service. Customer must secure any wireless network devices (i.e. routers) connected to the service – unsecure wireless networks are subject to service termination as they are operating as a pseudo ISP. Customer will not transmit viruses, worms, Trojan horses, denial of service attacks or any other harmful software or code, bomb, key or bot. Customer must use standard practices to prevent harmful transmissions and to protect their computer system(s) and connected devices. SCATUI will take appropriate action for repeat harmful transmissions, up to and including termination of the service.

**Newsgroups and Chat Rooms-** Customer must abide by all rules and policies of any newsgroup, chat room or other interactive service with which it interacts. Flooding, bombing, use of automated programs such as bots or clones or other disruptive activity is prohibited.

**Copyright and Trademark Infringement-**Customer will not use the service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or proprietary rights of another person or entity. SCATUI is registered under the Digital Millennium Copyright Act of 1998 (DMCA) to receive notices of copyright infringement by users of SCATUI's Internet services. SCATUI will take appropriate action for repeat infringements, up to and including termination of the service. Protected materials include, but are not limited to, digital music, movies, photographs, audio books and software.

### Enforcement & Violation

All usage of the service is under the discretion of SCATUI. SCATUI management will review all alleged violations of the policy on a case by case basis. Clear violations of policy, which are not promptly remedied by the relevant customer, may result in disciplinary action, including, but not limited to immediate termination of service and forfeit of all fees paid to date. An activation fee of \$99.00 will also be applied. A failure by SCATUI to enforce any provision in this policy shall not be construed as a waiver of any right to do so at a later date.

### Modifications and Revisions to Policy

SCATUI reserves the right to modify or revise this policy at any time without notice. Customer should regularly visit SCATUI's website to review this policy for modifications and revisions.

## Internet Services Terms and Conditions

The following Terms and Conditions shall apply to all users of SCATUI Internet Services (the "Services"). For the purposes of the Terms and Conditions, you will be referred to as the "Customer."

**1. BILLING:** Customer agrees to pay all charges to the Customer's account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due in accordance to the date of the Customer's monthly statement. Monthly fees are nonrefundable. The initial billing may include non-recurring installation charges including, but not limited to, equipment, inside wiring and other installation fees. Delinquent accounts are subject to immediate termination or suspension of Services at the sole discretion of SCATUI. If the customer discontinues Service or Service is disconnected, the Customer agrees to pay a reconnect charge before reconnection. An activation fee of \$99.00 will also be applied.

**2. INTENDED USE OF THE SERVICE:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to SCATUI's Internet Services Acceptable Use Policy (AUP). Transmission of any material in violation of federal or state law or regulation, including but not limited to, any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.

**3. INTERNET PROTOCOL (IP) ADDRESS:** IP addresses are not portable and are not assigned for independent administration or distribution. Customer understands the IP assignments are not guaranteed, and may be modified as required by SCATUI and/or the American Registry for Internet Numbers (ARIN). Customer cannot alter, modify or tamper with the IP connection assigned to Customer or any customer on the system.

**4. RESTRICTIONS:** Customer agrees to limit their use of the services to a single residence or business.

**5. INSIDE WIRING AND COMPUTER HARDWARE/SOFTWARE INSTALLATION:** Customer acknowledges that equipment or wiring problems at the premises or other operational impediments may preclude or delay delivery of Services. Customer acknowledges that the installation representative may require inside wiring to complete Services delivery for an additional fee or other hourly labor charge. Customer further acknowledges this charge will occur at the sole discretion of the installation representative. Customer acknowledges that SCATUI may need to install hardware and/or software on the customer computer. The customer agrees that SCATUI is not liable for any computer problems.

**6. DISCLAIMER OF LIABILITY:** THE SERVICES PROVIDED BY SCATUI ARE PROVIDED "AS IS." SCATUI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT SCATUI EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INTERNET OR THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OF ADVICE GIVEN BY SCATUI, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCATUI MAKES NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY SCATUI WILL BE AT CUSTOMERS OWN RISK. CUSTOMER ACKNOWLEDGES THAT SCATUI IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTIONS IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF SCATUI. UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER HOLD SCATUI RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM ON THE PART OF THE CUSTOMER, SCATUI, OR A THIRD PARTY. CUSTOMER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF SCATUI. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. SCATUI RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER FOR ANY VIOLATION OF A TERM OR CONDITION LISTED HEREIN OR A SUBSEQUENT MODIFICATION TO THESE TERMS AND CONDITIONS AS DETERMINED BY SCATUI.

**7. ENTIRE AGREEMENT:** These Terms and Conditions, together with the Acceptable Use Policy and Internet Subscriber Agreement, contain the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. Without prior notice to Customer, these Terms and Conditions may be modified at any time by SCATUI. The latest version of the Terms and Conditions may be found at SCATUI's website: [www.scatui.com](http://www.scatui.com). A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial and administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**8. ASSIGNMENT AND SUCCESSORS IN INTEREST:** All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer. Except as specially stated herein, neither these Terms and Conditions nor any of the rights, interests or obligations of Customer or SCATUI may be assigned. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, SCATUI may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

**9. VENUE/CHOICE OF LAW:** These Terms and Conditions shall be construed in accordance with the laws of the State of Arizona and the United States of America. Any claims or causes of action related to the Internet service must be instituted within one year after the claim or cause of action has arisen or will be barred.

**10. SEVERABILITY:** In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Terms and Conditions will remain in full force and effect.

**11. INDEMNIFICATION:** Customer shall indemnify and hold SCATUI harmless against all claims, losses, damages and liabilities sustained by SCATUI resulting from, arising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant or agreement made by or other obligation of Customer contained in these Terms and Conditions.

Verizon

Procure.Az.gov

Statewide Master Service Agreement for Services of Independent contractor

Amendment No. 2 to Request for Proposal No. 1907

Arizona Terms and Conditions

Participating Addendum Western States Contracting Alliance wireless

Services 2012-2016

Exhibit A – Arizona special Terms and Conditions to PARTICIPATING ADDENDUM

Master Service Agreement for Services of Independent Contractor

ATTACHMENT CC – CONTRACTOR’S TERMS AND CONDITIONS

Index of documents

- 1 Participating Addendum
- 2 MSA negotiated by Nevada
- Exhibit A Arizona Special Terms and Conditions
- 3 ATTACHMENT CC
  - 1 Tax Surcharge
- 4 Part II Binder Cost
- 5 RFP 1907 Amendment 1
- 6 REP 1907 Amendment 2
  - 1 Arizona Terms and conditions
  - 2 Arizona Uniform Terms and Conditions
- 7 RFP 1907 WSCA Wireless
- 8 Verizon Part 1 Binder Technical
- Statewide Master Service Agreement
- 9 VZW WSCA Equipment Matrix 11 1 12

- 10 WSCA Q4 Promotional Equipment Offers 10 1 2012
- 11 USAC Form 470 (e-rate).
- 12 E-Rate 470 response



## Master Blanket Purchase Order ADSP013-034099

### Header Information

|                               |                                  |                        |                                |                           |               |
|-------------------------------|----------------------------------|------------------------|--------------------------------|---------------------------|---------------|
| <b>Purchase Order Number:</b> | ADSP013-034099                   | <b>Release Number:</b> | 0                              | <b>Short Description:</b> | WSCA Wireless |
| <b>Status:</b>                | 3PS - Sent                       | <b>Purchaser:</b>      | David Wisniewski               | <b>Receipt Method:</b>    | Quantity      |
| <b>Fiscal Year:</b>           | 2013                             | <b>PO Type:</b>        | Blanket                        | <b>Minor Status:</b>      |               |
| <b>Organization:</b>          | State Procurement Office         |                        |                                |                           |               |
| <b>Department:</b>            | ADSP0 - State Procurement Office | <b>Location:</b>       | SPO - State Procurement Office | <b>Type Code:</b>         | Statewide     |
| <b>Alternate ID:</b>          |                                  | <b>Entered Date:</b>   | 10/15/2012 02:49:09 PM         | <b>Control Code:</b>      |               |
| <b>Days ARO:</b>              | 0                                | <b>Retainage %:</b>    | 0.00%                          | <b>Discount %:</b>        | 0.00%         |
| <b>Print Dest Detail:</b>     | If Different                     |                        |                                |                           |               |
| <b>Catalog ID:</b>            |                                  | <b>Release Type:</b>   | Direct Release                 | <b>Pcard Enabled:</b>     | Yes           |
| <b>Contact Instructions:</b>  |                                  | <b>Tax Rate:</b>       |                                | <b>Actual Cost:</b>       | \$0.00        |

**Master Blanket/Contract End Date (Maximum):** 11/01/2017 12:00:00 AM

**Project No.:**

**Building Code:**

**Cost Code:**

**Special Purchase Types:**

**PIJ NUMBER:**

**Coop Spend To Date:**

**Attachments:** [1 Participating Addendum](#), [2 MSA negotiated by Nevada](#), [3 ATTACHMENT CC.docx](#), [4 Part II Binder Cost.pdf](#), [5 RFP 1907 Amendment 1.doc](#), [6 RFP 1907 Amendment 2.docx](#), [7 RFP 1907 WSCA Wireless.docx](#), [8 Verizon Part I Binder Technical.pdf](#), [9 VZW WSCA Equipment Matrix 11 1 12.pdf](#), [10 WSCA Q4 Promotional Equipment Offers 10 1 2012.pdf](#), [11 USAC Form 470 \(e-rate\)](#), [12 E-Rate 470 response](#)

**Primary Vendor Information & PO Terms**

**Vendor:** [9000005017 - Verizon Wireless \(Cellco Partnership\)](#)  
 Verizon Wireless  
 7155 W. Detroit Street  
 c/o Melodie Chan  
 Chandler, AZ 85226  
 US  
 Email: Melodie.Chan@VerizonWireless.com  
 Phone: (602)999-3161  
 FAX: (866)519-8318

**Payment Terms:** Net 30

**Shipping Method:** Federal Express

**Shipping Terms:** TBD

**Freight Terms:** Freight Allowed

**PO Acknowledgements:**

| Document       | Notifications   | Acknowledged Date/Time |
|----------------|---|------------------------|
| Purchase Order | Emailed to Melodie.Chan@VerizonWireless.com at 11/30/2012 10:02:21 AM | 12/03/2012 05:13:50 PM |
| Change Order 1 | Emailed to Melodie.Chan@VerizonWireless.com at 12/13/2012 04:02:40 PM |                        |

**Master Blanket/Contract Vendor Distributor List**

| Vendor ID                  | Alternative ID | Vendor Name                           | Preferred Delivery Method | Vendor Distributor Status |
|----------------------------|----------------|---------------------------------------|---------------------------|---------------------------|
| <a href="#">9000005017</a> | 19433367040    | Verizon Wireless (Cellco Partnership) | Email                     | Active                    |

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 11/29/2012 **Master Blanket/Contract End Date:** 10/31/2015  
**Cooperative Purchasing Allowed:** Yes

| Organization                                   | Department                           | Dollar Limit | Dollars Spent to Date | Minimum Order Amount |
|--|--------------------------------------|--------------|-----------------------|----------------------|
| ALL ORG - Organization Umbrella Master Control | AGY - Agency Umbrella Master Control | \$0.00       | \$230,906.58          | \$0.00               |

**Item Information**

1-5 of 6  
 1 2

|  |                 |
|--|-----------------|
| <b>Print Sequence # 1.0, Item # 1:</b> Rate plans -Voice and data service. (PRICE: 22% discount off retail service plans with a monthly access fee of \$34.99 or more) Verizon offers a variety of voice and data rate plans. For information on products and pricing please go directly to their website at verizonwireless.com (Customer to enter line item's unit cost for contract release.) | 3PCA - Canceled |
|--|-----------------|

NIGP Code: [915-75](#)  
 Telephone Services, Cellular

| Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|----------------|-----|-----------|-----|------------|---------------------|----------|------------|------------|
| Quantity       | 0   | \$0.00    | EA  | 22.00      | \$0.00              |          | \$0.00     | 0.00       |

|                |   |            |      |         |  |        |  |          |
|----------------|---|------------|------|---------|--|--------|--|----------|
|                | 0 |            | Each |         |  |        |  | Canceled |
| Manufacturer:  |   | Brand:     |      | Verizon |  | Model: |  |          |
| Make:          |   | Packaging: |      |         |  |        |  |          |
| Project No.:   |   |            |      |         |  |        |  |          |
| Building Code: |   |            |      |         |  |        |  |          |
| Cost Code:     |   |            |      |         |  |        |  |          |

**Print Sequence # 2.0, Item # 2:** Equipment - All. (PRICE: 25% discount off list.) For information on Verizon offered products and pricing please go directly to their website at verizonwireless.com (Customer to enter line item's unit cost for contract release.)

3PCA - Canceled

NIGP Code: 839-35  
Cellular Telephones (All Types)

| Receipt Method | Qty | Unit Cost | UOM       | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost    |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|---------------|
| Quantity       | 0.0 | \$0.00    | EA - Each | 25.00      | \$0.00              |          | \$0.00     | Item Canceled |

|                |  |            |  |        |  |  |  |  |
|----------------|--|------------|--|--------|--|--|--|--|
| Manufacturer:  |  | Brand:     |  | Model: |  |  |  |  |
| Make:          |  | Packaging: |  |        |  |  |  |  |
| Project No.:   |  |            |  |        |  |  |  |  |
| Building Code: |  |            |  |        |  |  |  |  |
| Cost Code:     |  |            |  |        |  |  |  |  |

**Print Sequence # 3.0, Item # 3:** Accessories - All. (PRICE: 25% discount off list.) For information on Verizon's offered accessory products and pricing please go directly to their website at Verizonwireless.com. (Customer to enter line item's unit cost for contract release.)

3PCA - Canceled

NIGP Code: 839-35  
Cellular Telephones (All Types)

| Receipt Method | Qty | Unit Cost | UOM       | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost    |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|---------------|
| Quantity       | 0.0 | \$0.00    | EA - Each | 25.00      | \$0.00              |          | \$0.00     | Item Canceled |

|                |  |            |  |        |  |  |  |  |
|----------------|--|------------|--|--------|--|--|--|--|
| Manufacturer:  |  | Brand:     |  | Model: |  |  |  |  |
| Make:          |  | Packaging: |  |        |  |  |  |  |
| Project No.:   |  |            |  |        |  |  |  |  |
| Building Code: |  |            |  |        |  |  |  |  |
| Cost Code:     |  |            |  |        |  |  |  |  |

**Print Sequence # 4.0, Item # 4:** Rate plans -Voice and data service. (PRICE: 22% discount off retail service plans with a monthly access fee of \$34.99 or more) Verizon offers a variety of voice and data rate plans. For information on products and pricing please go directly to their website at verizonwireless.com (Customer to enter line item's unit cost for contract release.)

3PS - Sent

NIGP Code: 915-75  
Telephone Services, Cellular

| Receipt Method | Qty | Unit Cost | UOM       | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|------------|
| Quantity       | 0.0 | \$0.00    | EA - Each | 0.00       | \$0.00              |          | \$0.00     | \$0.00     |

Manufacturer: Brand: Model:  
Make: Packaging:  
Project No.:  
Building Code:  
Cost Code:

**Print Sequence # 5.0, Item # 5:** Equipment - All. (PRICE: 25% discount off list.) For information on Verizon offered products and pricing please go directly to their website at verizonwireless.com (Customer to enter line item's unit cost for contract release.)

3PS - Sent

NIGP Code: 839-35  
Cellular Telephones (All Types)

| Receipt Method | Qty | Unit Cost | UOM       | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|------------|
| Quantity       | 0.0 | \$0.00    | EA - Each | 0.00       | \$0.00              |          | \$0.00     | \$0.00     |

Manufacturer: Brand: Model:  
Make: Packaging:  
Project No.:  
Building Code:  
Cost Code:

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS SERVICES 2012-2016  
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT  
Cellco Partnership d/b/a Verizon Wireless  
(hereinafter "Contractor")  
Contract Number: 1907  
And  
State of Arizona  
(hereinafter "Participating Entity")  
State of Arizona Contract Number: ADSP013-034099**

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the Western States Contracting Alliance ("WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012. This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific WSCA cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use **state/entity** contracts are subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to WSCA rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

**INDIVIDUAL CUSTOMER:** Each State agency, political subdivision or other entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to WSCA and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees. .

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

|           |  |
|-----------|--|
| Name      | Teri Smith, Purchasing Officer                                 |
| Address   | 515 E. Musser St, Suite 300, Carson City, NV 89701             |
| Telephone | 775-684-0178   |
| Fax       | 775-684-0188   |
| E-mail    | <a href="mailto:tlsmith@admin.nv.gov">tlsmith@admin.nv.gov</a> |

Contractor

|           |  |
|-----------|--|
| Name      | Cellco Partnership d/b/a Verizon Wireless  |
| Address   | 8350 East Crescent Pkwy, Attn: RJ Fenolio, Greenwood Village, CO 80111             |
| Telephone | (702) 283-2200   |
| Fax       | (866) 917-8701   |
| E-mail    | <a href="mailto:rj.fenolio@verizonwireless.com">rj.fenolio@verizonwireless.com</a> |

Participating Entity

|           |  |
|-----------|--|
| Name      | David Wisniewski   |
| Address   | 100 North 15 <sup>th</sup> Avenue, Phoenix, AZ 85007                       |
| Telephone | 602 542-9107   |
| Fax       | 602 542-5508   |
| E-mail    | <a href="mailto:david.wisniewski@azdoa.gov">david.wisniewski@azdoa.gov</a> |

6. Subcontractors:

NONE

7. Purchase Order Instructions: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: ADSP013-034099 and the Lead State price agreement number: 1907

This Participating Addendum including Exhibits A and B, and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the WSCA Master Agreement, including those contained in this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

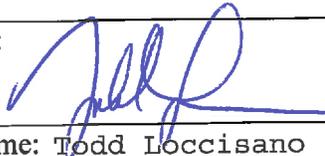
9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. Participating Addendum Term: The term of this Participating Addendum will commence on the date of full execution by both parties and will continue until October 31st, 2015 unless canceled, terminated or extended as otherwise provided herein.

11. Participating Addendum Extension: The contract term is subject to additional successive periods of one year extensions with a maximum aggregate including all extensions not to exceed 5 years.

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|   |  |
|---|--|
| Participating State:  | Contractor:  |
| By:  | By:  |
| Name: <i>Susan Bayer</i>  | Name: Todd Loccisano   |
| Title: <i>Procurement Manager</i>   | Title: Executive Director,<br>Enterprise & Government Contracts                          |
| Date: <i>11-29-12</i>   | Date: <i>11/29/12</i>  |

**Exhibit A – Arizona Special Terms and Conditions to  
PARTICIPATING ADDENDUM**

State of Arizona Contract Number: ADSPO13-034099

**1. Eligible Agencies (Statewide)**

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

**2. Administrative Fee**

Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee](http://spo.az.gov/Contractor_Resources/Admin_Fee).

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000.

**3. Licenses**

The 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.

**4. Volume of Work**

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

**5. Payment Procedures**

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices

requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

**6. Non-Exclusive Contract**

Any Contract entered into by the State of Arizona shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

**7. Information Disclosure**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

**8. Order Process**

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**9. Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**10. Access Constraints and Requirements**

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and **will be restricted to least possible privilege**. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies,

standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

#### **11. Section 508 Compliance**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

#### **12. E-Rate Compliant**

Contractor must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contractor.

#### **13. Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 State of Arizona, its officers, officials, agents and employees for losses arising directly from the work performed by the Contractor for the State of Arizona under this contract.

#### **14. 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 State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability (Damage to Rented premises) \$ 50,000
- Each Occurrence \$1,000,000

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

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

2. Worker's Compensation and Employers' Liability

|                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employers' Liability    |             |
| Each Accident           | \$ 500,000  |
| Disease – Each Employee | \$ 500,000  |
| Disease – Policy Limit  | \$1,000,000 |

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

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required on the general liability insurance policies. Such additional insured shall be covered to the full limits of

- liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources as relates to Contractor operations.
  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: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to David Wisniewski, 100 North 15<sup>th</sup> Avenue, Phoenix, AZ 85007 .
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this 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 blanket additional insured endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to David Wisniewski, 100 North 15<sup>th</sup> Avenue, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. If there is a claim, the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### **15. Optimization Assistance**

Contractor agrees to provide at no charge rate plan optimization analysis services, recommendations and reporting on an as requested basis.

#### **16. Employee Subscriptions for Personal Use**

Employees are not authorized to make purchases for personal use from this contract and contractor must comply with section R2-7-204 of the State procurement Code.

#### **17. Replaced Section**

The following replaces section 3.7 in Exhibit B in its entirety: Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract specifically for the State are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

#### **18. Contract Document Order of Precedence**

In the event of a conflict in the provisions of the Contract, as executed by the State and Contractor as they may be amended by this Participating Addendum, the following shall prevail in the order set forth below:

- 1) Specials Terms and Conditions of the Participating Addendum
- 2) Uniform Terms and Conditions of the Participating Addendum
- 3) The Participating Addendum agreed to by the State and Contractor
- 4) The Master Services Agreement
- 5) The Solicitation by the State of Nevada

**Attachment A – Arizona Uniform Terms and Conditions to  
PARTICIPATING ADDENDUM**

State of Arizona Contract Number: ADSPO13-034099

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
  - 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 1.4 *"Contractor"* means any person who has a Contract with the State.
  - 1.5 *"Days"* means calendar days unless otherwise specified.
  - 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - 1.11 *"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 the Contract.
  - 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
  - 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,
- 2 **Contract Interpretation**

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 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.
- 2.3 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:
- 2.3.1 Special Terms and Conditions;
  - 2.3.2 Uniform Terms and Conditions;
  - 2.3.3 Statement or Scope of Work;
  - 2.3.4 Specifications;
  - 2.3.5 Attachments;
  - 2.3.6 Exhibits;
  - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 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.
- 2.5 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.
- 2.6 No Parol 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 and no other understanding either oral or in writing shall be binding.
- 2.7 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 Contract administration and operation.**

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable

times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 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 or 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.

3.10 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 A.R.S. 23-214, Subsection A.

- 3.11 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 Costs and Payments**

- 4.1 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 invoice for payment from the State within thirty (30) days.

- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

#### **4.3 Applicable Taxes**

- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

- 4.3.2 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 collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the 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.

- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1 Accept a decrease in price offered by the, contractor  
4.5.2 Cancel the Contract  
4.5.3 Cancel the contract and re-solicit the requirements.

#### **5 Contract changes**

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such

changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment 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.

## **6 Risk and Liability**

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase 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.

### **6.2 Indemnification**

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

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

6.3 Indemnification - Patent and Copyright. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### **6.4 Force Majeure**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to

act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 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

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 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, toward fulfillment of this Contract.

## **7 Warranties**

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 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 licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8 State's Contractual Remedies**

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor **does** not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 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.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or

services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## **9 Contract Termination**

- 9.1 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.

- 9.2 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

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

### **9.5 Termination for Default**

- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the

Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

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

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10 Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11 Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**12 Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona 85007.

## MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance  
Acting by and through the  
State of Nevada  
Department of Administration, Purchasing Division  
515 East Musser Street, Suite 300  
Carson City, NV 89701  
Contact: Teri Smith  
Phone (775) 684-0178 Fax (775) 684-0188  
Email: [tlsmith@admin.nv.gov](mailto:tlsmith@admin.nv.gov)

and

Cellco Partnership d/b/a Verizon Wireless  
One Verizon Way  
Basking Ridge, NJ 07920  
Contact: RJ Fenolio  
Phone (702) 283-2200 Fax: (866) 917-7801  
Email: [RJ.Fenolio@VerizonWireless.com](mailto:RJ.Fenolio@VerizonWireless.com)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance (“WSCA”) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai’i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.
2. **DEFINITIONS.**
  - “WSCA” means the Western States Contracting Alliance.
  - “State” and/or “Lead State” means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.

*Effective 04/07*

- “Participating Addendum” means a bilateral agreement executed by the Contractor and a Participating Entity, substantially in the form of Exhibit \_\_\_ to Attachment CC, incorporating this Master Service Agreement and setting forth any other additional terms or requirements specific to the Participating Entity that shall be applicable to the Participating Entity’s participation in this Master Service Agreement.
- “Participating State(s)” means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum.
- “Participating Entity” means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity’s Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
- “Eligible Entity” means a state, political subdivision or other non-governmental legal entity authorized by a state, that is not specifically prohibited by State law from entering into a Participating Addendum under this Contract. Eligibility is subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.
- “Buyer” means any WSCA Participating State, a Participating Entity, or any authorized agency or political subdivision of a Participating State, or an authorized non-profit entity, that makes a purchase under this contract, either pursuant to its own Participating Addendum or by purchasing under another entity’s Participating Addendum.
- “Contract” means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.
- “Contractor” and/or Contracting Agency” means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this contract.
- “Solicitation” means RFP #1907 incorporated herein as Attachment AA.
- “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.
- “Wireless Spend” means the total dollar value spent on wireless services, data, equipment, devices, support, and any and all other products and services invoiced by a wireless carrier and paid by an end user including all IL accounts. Wireless Spend does not include amounts invoiced by Contractor for: taxes, additional regulatory fees, administrative charges, and charges, fees or surcharges for the costs Verizon Wireless incurs in complying with governmental programs, and credits and refunds.

3. CONTRACT TERM. This contract shall be effective upon WSCA Directors’ approval to October 31, 2016, unless sooner terminated by either party as specified in paragraph (21). Each Participating

Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.

4. CANCELLATION OF CONTRACT; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor's rights of payment for goods/services delivered and accepted, WSCA's rights to payment of administrative fees, and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work is specifically described in this Contract and its incorporated documents; this Contract incorporates the following attachments, which, after the terms of this Master Service Agreement for Services of Independent Contractor, are listed in descending order of constructive precedence:

- ATTACHMENT AA: SOLICITATION #1907 (Scope of Work) and ATTACHMENTS (list attachments);
- ATTACHMENT BB: CONTRACTOR'S RESPONSE
- ATTACHMENT CC: CONTRACTOR'S ADDITIONAL TERMS

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

6. Intentionally Omitted.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. PARTICIPATING ADDENDA. To participate in this Contract, a WSCA Member State (including the Lead State) or any Participating Entity authorized to participate in this contract, shall enter into a Participating Addendum with the Contractor. If authorized to purchase under state contracts, a state's agencies or political subdivisions may utilize their state's Participating Addendum to participate in this Contract. Purchases by state agencies or subdivisions under their state's Participating Addendum incorporate the terms of this Contract and the applicable Participating Addendum. The Participating Addendum shall not exceed the scope or term of this contract. In case of conflict between the terms of the Participating Addendum and this contract, the Participating Addendum shall take precedence as to all purchases made under that Participating Addendum.

9. Intentionally Omitted.

10. Intentionally Omitted.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service specified in Attachment BB (Contractor's Response). Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders for similarly situated customers. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state and local taxes, Listed Carrier Surcharges, and federal excise taxes. Where a Participating State is not exempt from state and local taxes, the Contractor shall add such taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses if such charges are imposed by law on Contractor and not otherwise allowed to be passed through to the subscriber. Notwithstanding that provision, Contractor shall be allowed to bill the Listed Carrier Surcharges as listed in Attachment CC. Contractor may amend its Listed Carrier Surcharges by providing 30 days advance notice of any new Listed Carrier Surcharge. Contractor agrees to be responsible for payment of any government obligations described above that are owed but not paid by its subcontractors during performance of this contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190. Any Participating Entity, including non-profit organizations and local government agencies, must provide Contractor valid exemption documentation required by state law to avoid paying taxes or Listed Carrier Surcharges. Attached is a list of current surcharges by state and national surcharges (Attachment CC).

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

*Effective 04/07*

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS, WSCA ADMINISTRATIVE FEE. As more fully described in the Solicitation and Response, the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

Some participating entities may require that a fee be paid directly to the entity on purchases made by the procuring entity. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contract. The Contractor(s) may adjust pricing accordingly for purchases made by procuring within the jurisdiction of the Participating Addendum. Any such price adjustment shall not exceed the dollar value of the additional fee.

All participating entities are deemed to have consented to the release of any required reporting information to WSCA Administration (including information generally deemed Customer Proprietary network Information [CPNI] for purposes of monitoring the contract and calculating the fees that are due and payable to WSCA for administering the contract. Users have a right to decline to release this information, however, they may not purchase under the WSCA contract if they choose to do so.

17. DELIVERY. The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. Buyer may offer the opportunity to deliver nonconforming goods at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

*Effective 04/07*

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

- a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete billing records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, billing records and price plan details related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.
- c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been notified that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's billing records, invoices, and price plan details related to the corresponding Participating Entity's payments and participation in the Contract.

21. CONTRACT TERMINATION; REMEDIES. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Participating Entities shall have the limitations of liability provided by their respective state's law. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and with arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

#### 25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising directly from any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents under this contract.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify

and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising directly from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the laws of a Participating Entity's state, and the provisions of the applicable Participating addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

**Commercial General Liability Insurance**

1) Minimum Limits required:

**\$2,000,000.00** General Aggregate

**\$1,000,000.00** Products & Completed Operations Aggregate

**\$1,000,000.00** Personal and Advertising Injury

**\$1,000,000.00** Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**General Requirements:**

a. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

b. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract. Any deductibles or self-insured retentions must be declared to and approved by the Lead State. Approval of such deductibles or self-insured retentions shall not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles or self-insured retentions.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide advice of cancellation via mail to Certificate Holders.

f. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and

2) Currently rated by A.M. Best as "A- VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor

failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.**

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) for WSCA in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the products or services provided by Contractor under this Contract infringe or violate any copyright, patent, trade name, trademark, trade secret, or other intellectual property rights, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

The above provision applies to WSCA and the Lead State only. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provision of the applicable Participating Addendum.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract. Information provided by the Contractor which the Contractor believes to be Customer Proprietary Network Information (CPNI) pursuant to federal law shall be marked by the Contractor as "Confidential – Customer Proprietary Network Information" and shall not be subject to release, notwithstanding the existence of any Public Records or Right to Know law in the state of any Participating Entity under this contract without the prior consent of the public entity to which those records relate, except as otherwise provided by the Federal Communications Act of 1934 as amended. Execution of a Participating Addendum, or making a purchase under this Contract, constitutes consent of the Participating Entity or Buyer for Contractor to disclose to WSCA and the Lead State the information

*Effective 04/07*

required in Sections 16 and 20 of this Contract. The intent of the parties hereto is that confidentiality of CPNI shall not be lost as against third parties by reason of any reporting or audit obligations of Contractor under this Contract.

Participating Entities are deemed to have consented to the sharing of CPNI type information with WSCA Administration as a condition of utilizing this contract with its associated pricing. Said information will only be used for purposes of calculating the administrative fees to which the Lead State may be entitled for administering this contract on behalf of WSCA. Where such information is required by any Participating State, which may impose its own administrative fee, such information may also only be used by it for purposes only of calculating the administrative fee to which it may be entitled.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

- a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the Lead State or any Participating Entity

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Upon approval by the WSCA Participating State, participation under this contract by the Participating State's political subdivisions (i.e., colleges, school districts, counties, cities, etc.) shall be voluntarily determined by the political subdivision. Certain Non-Profit Entities may be eligible to purchase under this Contract unless prohibited by State law and upon consent by the Chief Procurement Official of the relevant State. The Contractor agrees to supply the political subdivisions and eligible non-profit entities based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum. The Contractor may offer, but is not required to offer, products and services to employees of a Participating Entity on the same terms and conditions that are offered to Participating Entities under this Contract, and such an agreement for products or services entered into with an employee of a Participating Entity may extend beyond the term of this Contract.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by WSCA and only for the period of time specified in the contract. Any services performed by Contractor

before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION.

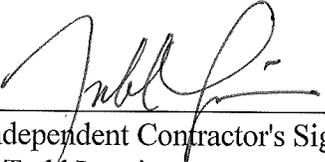
44.1 **Lead State.** The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

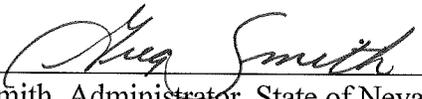
44.2 **Participating Entities.** The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contract shall execute with the Contractor a Participating Addendum consistent with this Contract and conforming to the terms of Paragraph 8 herein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

      4/13/2012      Executive Director Enterprise & Government Contracts  
Independent Contractor's Signature      Date      Independent's Contractor's Title  
Todd Loccisano

  
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS

On 4-16-12  
(Date)

Approved as to form by:

  
Deputy Attorney General for Attorney General

On 16 Apr 12  
(Date)

## ATTACHMENT CC – CONTRACTOR’S SPECIAL TERMS AND CONDITIONS

The following items are incorporated into this Attachment CC:

1. Agreed/Negotiated Exceptions to RFP Number 1907
2. Carrier Surcharges List

### 1. Agreed/Negotiated Exceptions to RFP Number 1907

| RFP Section Number     | Agreed/Negotiated Exceptions to RFP Number 1907  |
|------------------------|--|
| 3.5.16.6 and 3.6.12.7  | The parties agree and acknowledge that Verizon Wireless does not offer walk-in repairs at any of their retail stores; however, Verizon Wireless will reasonably assist the Participating Entities with obtaining repair or replacement of equipment under warranty.  |
| 3.5.18 and 3.6.14      | The parties agree and acknowledge that Verizon Wireless does not offer walk-in repairs at any of their retail stores; however, Verizon Wireless will reasonably assist the Participating Entities with obtaining repair or replacement of equipment under warranty.  |
| 3.6.18 and 3.6.19      | The State of Nevada on behalf of WSCA acknowledges that Verizon Wireless does not provide priority service for data services at this time. Verizon Wireless acknowledges and agrees that at such time priority service becomes available, it will be implemented and that status updates will be provided at the semiannual review as per RFP Section 3.2. |
| Participating Addendum | The parties agree and acknowledge that all participating entities must participate through and executed Participating Addendum.  |

### 2. Carrier Surcharges List



Tax Surcharge  
Listing.pdf

# VZW Listed Carrier Surcharges

As of 03/01/2012

| State | Description  | Rates                            | Comments   |
|-------|--|----------------------------------|--|
| AL    | AL Rental Surchg   | 4%                               |  |
|       | [Name of County] Rental Surchg                             | 0% - 6%                          |  |
|       | [Name of City] Rental Surchg                               | 0% - 5%                          |  |
| AR    | AR State High Cost Fund                                    | 1.580%                           |  |
| AR    | AR Telecom Relay Surch                                     | 0.01 per line<br>(max 100 lines) |  |
| AZ    | AZ State E911 Fee  | \$0.20 per line                  |  |
|       | AZ Trans Priv Sur on Tele                                  | 6.60%                            | monthly access is taxed at 5.2107%                                       |
|       | [Name of County] Trn Priv Sur Tele                         | 0% -1.5%                         |  |
|       | [Name of City] Trn Priv Sur Tel                            | 0% - 5.4%                        |  |
|       | AZ Trans Priv Surchg                                       | 6.60%                            |  |
|       | [Name of County] Trans Priv Surchg                         | 0% -1.5%                         |  |
|       | [Name of City] Trans Priv Surchg                           | 0% - 5.4%                        |  |
|       | Tucson Utility License Surchg                              | 2%                               |  |
| CA    | CA State P.U.C. Fee  | 0.18%                            |  |
| CO    | CO High Cost Fund Surchg                                   | 2.310%                           |  |
|       |  | 1.0179%                          | VOIP   |
| CT    | CT Telecom Relay Surchg                                    | 0.0719%                          |  |
| DC    | DC Gross Receipts Surchg                                   | 10%                              | applies to Residential customers   |
|       | DC Gross Receipts Surchg                                   | 11%                              | applies to Business customers  |
|       | DC Universal Service Charge                                | 0.0351%                          | VOIP   |
|       | DC 911 Surcharge   | \$0.76 per line                  |  |
| HI    | HI General Excise Surcharge                                | 4.166%                           | voice monthly access charged 1.189%                                      |
|       | HI General Excise Surcharge<br>(rate is for Honolulu PPU ) | 4.712%                           | monthly access charged 1.345%  |
|       | HI State Puc Fee   | 0.50%                            | monthly access charged .339%   |
|       | HI Public Srvc Co Surcharge                                | 5.885%                           | monthly access charged 3.911%  |
|       | HI Telecom Relay Surchg                                    | 0.0858%                          |  |
| IN    | IN Utility Receipts Surcharge                              | 1.40%                            |  |
|       | IN State Puc Fee   | 0.087%                           |  |
|       | IN Telecom Surcharge                                       | \$0.03 per line                  |  |
|       | IN Univ Service Fund Charge                                | 0.3164%                          |  |
| IA    | Iowa DPRS Surcharge  | \$0.03 per line                  |  |
| KS    | KS Universal Service Fund                                  | 4.7757%                          |  |
|       | KS Universal Service Fund                                  | 2.1516%                          | VOIP   |
|       | KS Universal Service Fund                                  | 6.13%                            | on LD  |
| KY    | Local School Utility Surch                                 | 3%                               |  |
|       | KY Gross Receipts Surch                                    | 1.31%                            |  |
|       | KY Public Srvc Comm Surchg                                 | 0.1276%                          |  |
| LA    | LA Universal Service Fund                                  | \$1.13 per line                  |  |
| MD    | Montgom. County Line Surcharge                             | \$3.50 per line                  |  |
|       | Baltimore City Tel. Line Chrg                              | \$4.00 per line                  |  |
| ME    | Maine Univ Service Fund Charge                             | 0.8617%                          |  |
|       | ME School and Library Fund                                 | 0.1887%                          |  |
|       | Maine Service Provider Charge                              | 5.0000%                          |  |
| MI    | IntraSt Switched Toll Acc Sur                              | 0.4905%                          |  |
| MO    | City Bus Lic Surcharge                                     | 1.01%1 -12.35%                   |  |
|       | MO Universal Service Surchg                                | 0.1018%                          | VOIP   |
|       | MO PUC fee   | 0.1432%                          | VOIP   |
| ND    | ND Gross Receipts Surchg                                   | 2.50%                            |  |
| NE    | [Local] Occupation Surchg                                  | 3.09% - 6.383%                   |  |
| NM    | NM Gross Receipts Surchg                                   | 4.5% -5.125%                     |  |
|       | [Name of County] G/R Surchg                                | 0% - 1.4375%                     |  |
|       | [Name of City] G/R Surchg                                  | 0% - 2.4375%                     |  |
|       | NM Interst Telecom G/R Surchg                              | 4.25%                            |  |
|       | NM Universal Service Charge                                | 2.56%                            |  |
|       | NM Universal Service Charge                                | 1.053%                           | VOIP   |
|       | NM Carrier Utility Charge                                  | 0.36%                            |  |
| NV    | NV Univ Service Fee  | 0.1226%                          |  |
| NY    | Gross Receipts Surchg                                      | 3.4868%                          | Non MTA- Dutchess, Nassau, Orange, Putnum, Suffolk, Westchester counties |
|       | Gross Receipts Surchg                                      | 5.6450%                          | Inside MTA/MTE (I.e. NYC & the 5 Borough)-                               |
|       | Gross Receipts Surchg                                      | 2.7799%                          | Non MTE  |
| OH    | OH Reg Fee   | 0.0942%                          |  |
| OH    | OH TRS Surchg  | \$ 0.02                          |  |
| OK    | OK Univ Service Fee  | 2.428%                           |  |
| OR    | OR Regis Fee Surchg  | 2%                               |  |
| PA    | PA Gross Receipts Surchg                                   | 5.26%                            |  |
| RI    | Gross Receipts Surchg                                      | 5%                               |  |
| SC    | Municipal License Surcharge                                | 1.00%                            | only applies on 90.70% of monthly access charge                          |
| SD    | SD Gross Receipts Surchg                                   | 0.1100%                          |  |
|       | SD Excise Surchg   | 4.170%                           |  |
| TX    | Texas Universal Service                                    | 3.9526%                          |  |
|       | Texas Universal Service                                    | 1.5093%                          | VOIP   |
|       | TX Franchise Surchg  | 0.0057465                        |  |
| UT    | Utah Muni Telecom Lic. Surch                               | .90%-3.5%                        |  |
| VA    | VA Gross Receipts Surcharge                                | 0.23%                            |  |
| VA    | Local Bus Lic Surcharge                                    | .30%- .526%                      |  |
| WA    | Effect of City Tax   | 2.302% - 9.29%                   |  |
| WV    | WV Public Srvc Comm Surchg                                 | 2.5670%                          |  |
| WI    | WI Univ Service Fee  | \$ 0.44                          |  |
| WY    | WY Univ Service Fee  | 0.7897%                          |  |
| WY    | WY Uniform Assessment Surchg                               | 0.1678%                          |  |

| <b>Nationwide Imposed Surcharges</b> |                              |                   |  |
|--------------------------------------|------------------------------|-------------------|--|
|                                      |                              | 4.08%             | note: monthly access charge is taxed at 3.97%. Also, rate is subject to change every |
|                                      |                              | (eff. 01/01/2012) | quarter.   |
| ALL                                  | Fed Universal Service Charge |                   |  |
| ALL                                  | Fed Universal Service Charge | 17.90%            | LD Charges   |
| ALL                                  | Fed Universal Service Charge | 11.62%            | VOIP   |
| ALL                                  | Regulatory Charge            | \$0.16 per line   | NON Broadband/Nat'l Access pplns and voice plans                                     |
| ALL                                  | Regulatory Charge            | \$0.02 per line   | Broadband/Nat'l Access pplns. includes M2M/Telmetry pplns                            |



SUBJECT: Amendment No. 2 to Request for Proposal No. 1907  
DATE OF AMENDMENT: March 22, 2011  
DATE OF RFP RELEASE: February 3, 2011  
DATE AND TIME OF OPENING: ~~March 28, 2011 @ 2:00 p.m.~~ April 4, 2011 @ 2:00 p.m.  
AGENCY CONTACT: Teri Smith, Purchasing Officer

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The following shall be a part of RFP No. **1907** for **Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA)**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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The opening date and time will be extended until Monday, April 4, 2011 @ 2:00 P.M. (PST).

The deadline for submittal of Reference Questionnaires will be extended until 4:30 P.M. Friday, April 1, 2011.

The following definition shall be added to Section 2 of RFP 1907:  
Participating Entity shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.

The following states' unique Terms and Conditions shall be added to Attachment K of RFP 1907:



Utah Terms and  
Conditions.doc



Arizona Terms and  
Conditions.doc



Arizona Uniform  
Terms and Conditions

#### QUESTIONS AND ANSWERS:

1. What type of devices will the Wireless services be supporting? Smart Phones, Satellite systems etc.

*Wireless devices such as cell phones, notebooks, netbooks, etc. Satellite systems do not fall within the scope of this RFP.*

2. Will carriers who only provide service in only a single state be considered for potential contract award? I represent a company based in Alaska. We provide telecommunications services, including wireless voice and wireless broadband, throughout the state of Alaska. We are potentially interested in the RFP no 1907 as the State of Alaska is a participating member of WSCA. If we are to submit a proposal, it would contain the limitation of Alaska only. No other WSCA member State would be able to purchase from us. The intention is to provide a competitive purchasing vehicle for those eligible agencies in Alaska only. Would this limitation disqualify us?

*This limitation does not disqualify your company.*

3. On the previous WSCA Agreement, pricing was defined as a percentage discount off standard retail rates. The current RFP and associated pricing worksheets do not include this type of pricing. Are vendors allowed to propose a percentage discount off standard retail rates?

*Vendors can propose a percentage discount off standard retail rates, but must also provide pricing as requested.*

4. Are vendors required to include exceptions to States Unique Terms & Conditions (Oregon & Montana, Attachment K) as part of our response or will these State Unique Terms and Condition be addressed between the awarded bidders and the individual States upon notification of award?

*Vendors should include exceptions to those unique terms and conditions as a part of their proposal, clearly stating which state's terms and conditions the exceptions apply to. These exceptions will not necessarily be considered during the evaluation process. Exceptions to a State's unique terms and conditions will be addressed between the awarded vendor(s) and the individual participating entity.*

5. Section 3.2.2 states that "All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment..." To clarify, is this section requiring an amendment for all ongoing changes in rate plans, products and services that are regular adjustments and updates to a vendor's portfolio? Or is the intent of Section 3.2.2 to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to, changes in the percentage discount offered on services, a change in the scope of products offered under the contract and/or introduction of new technologies with additional product terms.

*The intent of this section is to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to: changes in the percentage discount offered on services; a change in the scope of products offered under the contract; and/or introduction of new technologies with additional product terms. When new technologies are introduced, the discount structure that applies to the new technology must be approved.*

6. Existing statewide and local agency Participating Addendums (PA) under the existing WSCA Master Price Agreement #1523 expire on 10/31/2012. Is WSCA contemplating a transition period during which new Participating Addendums (or amendments to existing

Participating Addendums) can be executed under the new WSCA Master Agreement awarded as a result of RFP No. 1907?

*The intent is to award new contracts as of October 31, 2011. This will allow for any awarded current vendors to transition existing customers to the new contract, and will also allow for any new vendors to begin executing Participating Addendums immediately, with all executions completed by October 31, 2012.*

7. Are vendors permitted to submit their own W-9 form in lieu of the W-9 included in the RFP, Attachment F?

*Yes. In addition, when a participating entity executes a Participating Addendum, vendors may be required to register within that State and provide an additional W-9 for each Participating Addendum executed.*

8. Regarding Section 4.3, are subcontractors required to submit business references?

*Yes. Please see Section 4.2.1.3 of the RFP.*

9. Will this Bid allow a vendor to submit a bid for replacement aftermarket batteries (Non-OEM) as the only line items bid?

*Yes, as long as warranties meet the requirements of the RFP.*

10. Section 1 Project Overview Section; Participation by 50 states is listed, but District of Columbia is not mentioned. Will District of Columbia be allowed to participate?

*Yes.*

11. Section 3.2.3 Administrative Fee Payment Schedule and Attachment G. In this section the administrative fee is to be paid within 60 days after the end of the quarter, but in Schedule G the schedule for payment is the 15 day of the second calendar month after the end of the quarter. Please explain the difference.

*Schedule G is correct. "Quarterly sales reports are sent by 15<sup>th</sup> day of second calendar month after end of calendar quarter (the same schedule outlined below for the admin fee checks)". This schedule applies only to the WSCA administrative fee. Schedules for any administrative fees payable to any individual participating entities will be agreed upon by the awarded vendor and the participating entity.*

12. Section 4.2.1.4 Subcontractor Information Appears that some words were deleted at the end of this requirement. Please clarify and provide the requirement in its entirety.

*Section 4.2.1.5 shall be added and shall read:*

*Vendor must notify the participating entity of the intended use of any subcontractors not identified within their original proposal response and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive participating entity approval prior to subcontractor commencing work.*

13. 9.1.5 and 9.2.2.6 General Submission Requirements and Tab VI-Section 3-Scope of Work. Please clarify that the vendor can submit responses in a different style/format of

their choosing than the RFP requirement. Section 9.1.5 basically states that this is acceptable; however, Section 9.2.6 states that responses are to be in bold/italics. Responses in bold/italics will be very difficult for the proposal reviewers and evaluators to read.

*Vendor responses must be presented in a style/format that is easily distinguishable from RFP language. For consistency purposes, bold/italics is preferred. Exceptions/assumptions to this will be considered during the evaluation process.*

14. Attachment B1 Certification of Compliance with T&C of RFP. If we have a few exceptions to we respond and we have noted those exceptions on this attachment would we respond that we comply with the terms & conditions in the RFP or that we do not comply with the terms & conditions of the RFP.

*Vendor response must indicate non-compliance with the terms and conditions of the RFP and propose alternate language.*

15. Attachment D WSCA MSA Contract Form. New Attachment D is more similar to the existing "Independent Contract for Services" than the existing Attachment DD. The vendors need a true, customer facing contract document that spells out the terms and conditions applicable to the relationship. This Attachment D appears to be Nevada-specific (again, much like last round's Independent Contract). We believe that the existence of a set of terms and conditions that are Nevada-specific creates significant confusion that can be avoided by having Nevada sign its own, separate PA. That PA would incorporate the more broad terms and conditions, much like Attachment DD today. Please clarify.

*The terms and conditions contained in Attachment D are not intended to be Nevada specific; however, the solicitation is required to be done under the lead state's statutes, and therefore, Nevada Revised Statutes are cited. Nevada will sign a separate Participating Addendum once the contracts have been executed.*

16. Section 2 Definitions. Certain definitions require some clarification. Under the existing contract, there is WSCA, Participants (entities that execute a PA), Participating Entities (entities that participate under a PA signed by a separate Participant), and End Users (the CRUs and IRUs, collectively, for a Participating Entity). Under the new RFP, you have defined Customer, State, Subscriber and User, but not all the terms referenced above. There is a certain amount of overlap between these various definitions and we believe it is important to clearly define these roles (for example "State" means Nevada "and any agency identified herein". Does that mean Nevada agency or ANY agency? Can WSCA provide this clarification?

*Definitions in this RFP are the only definitions to be considered. The definitions for Customer, State, Subscriber and User shall mean any department, division, agency of participating NASPO/WSCA states, authorized local entities, and authorized employees thereof, where applicable.*

17. Sections 3.5.9 and 3.5.15 Detailed coverage maps. Will certain elements of our response, particularly our detailed network maps and technology migration plans, be kept confidential?

*If this information is considered a trade secret as defined by NRS §333.020(5)(a), it should be included in the vendor's confidential technical response. Please see Section 9.3 of the RFP.*

18. Section 3.6.15 Please clarify what is meant by “the ability to provide wireless data services for any equipment that has wireless voice capability.”

*Cell phones that are capable of sending and receiving data. On reconsideration, we will accept devices that can provide either (i.e. Netbooks with no voice; cell phones with no data) but this must be delineated when presented to participating entities.*

19. Section 3.5.14 Please clarify what is meant by this section, particularly with respect to the clause “additional charges or fees”. Is WSCA expecting that trial programs be provided free of charge? Or are the vendors allowed to charge their standard, contractual charges as applicable?

*WSCA is requesting a free trial period from vendors.*

20. In regards to the E-Rate pricing that is requested in the proposal. What is the average E-Rate percentage that needs to be calculated across all sites that are comprised in the State of Nevada network?

*This is unknown.*

21. Which companies are the current providers of the State of Nevada voice, internet, cell phone and broadband services at this present time?

*The State of Nevada participates on the current WSCA Wireless contracts with AT&T Mobility, Sprint Solutions, T-Mobile, and Verizon Wireless.*

22. How many voices lines are comprised on the State of Nevada network ? What is the current delivery type of the voices services (POTS, PBX,Internet)?

*This is unknown.*

23. What is the estimated number (+or-) Wireless Broadband lines currently or anticipated for the State of Nevada network? Will this be the first implementation of wireless broadband for the State of Nevada network?

*This is unknown.*

24. What is the estimated number of State of Nevada employees in 2011? What is the current policy for providing cell phone to State of Nevada employees?

*There are roughly 16,000 state employees in Nevada. Each department/agency writes their own policy for providing cell phones to employees and their usage. This will also vary from participating entity to participating entity throughout the states.*

25. In regards to customer care support. What level of customer service support is the State of Nevada seeking Tier 1, Tier 2 or Tier 3. What hours and days per week should the vendor be prepared to provide to the State of Nevada?

*It is expected that all levels of customer service support are available to all participating entities. It is also expected that some level, but not necessarily all levels, of support be available 24/7. Vendors should clearly define the levels of support each tier constitutes within their response.*

26. In regards to current voice and broadband network design. Are any of the services currently terminated within a data centers? If so are the data centers owned by the State of Nevada or leased space from major carriers such as Level 3, Qwest or NAP's like Switch?

*This is unknown.*

27. How many voicemail boxes are being requested for network?

*This is unknown.*

28. Is the State of Nevada looking for improvement in network security to be implemented on network with these requested changes?

*This is unknown.*

29. In attempting to estimate administrative fees to be paid to Western States. What is the current monthly billing amount for each category of existing voice and wireless broadband services?

*The information provided in Attachment J of the RFP is the most current and complete information that can be provided.*

30. At section 4.1.4, can you please confirm what licensing would be required? besides my business license, and certificate of insurance.

*It is the proposing vendor's responsibility to research and comply with license that is required of a vendor to provide the services/equipment contemplated within RFP 1907.*

31. For the accessories (band3) the pricing sheet and cost analysis ask for discount percent off. Is this off of MSRP or off vendor current pricing? Each vendor's current pricing is already going to be a different percent off MSRP. In order to make comparisons of percent off on an equal basis, is it possible that vendors list Discount Percent off for MSRP & current pricing (to be listed as MSRP / current pricing) so that evaluators can see how much vendor's pricing is off of MSRP.

*Yes.*

32. Reference 3.1.4- It appears that the E-rate program would apply to vendors providing wireless service, but it does not appear that it would apply to vendors providing

accessories (band 3). Are vendors participating in only Band 3 be required to commit to participate in this program as well?

*The E-Rate program provides discounts to assist most schools and libraries to obtain affordable telecommunications and internet access. It is not believed to be intended for accessories.*

33. Reference 3.2.3 - This section refers to administrative fees required by WSCA or non-WSCA states in addition to the WSCA administrative fee. It states that "The Contractor(s) may adjust SES (Service Equipment Schedule) pricing accordingly for purchases made by procuring agencies within jurisdiction of the state." Question- For vendors participating in Band 3 for Accessories and Equipment only, we don't necessarily have a SES. Can these vendors adjust pricing as specified in our pricing sheet accordingly as is being allowed for service providers?

*Yes, but this should be clearly defined.*

34. In accordance with section 3.1.1 Scope of Work Vendors may choose to submit a proposal on any or all listed services and/or equipment. Vendor must submit separate binders identifying compliance with each band. For Vendors proposing multiple bands this requirement could amount to 84+ binders being provided to WSCA for review. In accordance with section 9.1.6 and the State of Nevada's continuing efforts to reduce solid waste and further recycling efforts, would WSCA accept one Technical Section containing the appropriate Tabs for each band, One Cost Section containing the appropriate Tabs for each band and one Confidential Financial binder in order to reduce environmental impacts and support Vendor green initiative objectives if a Vendor should choose to respond to multiple bands.

*Yes.*

35. It was stated at the 2/23 pre-proposal meeting that Public Sector Associations or other cooperatives with members are allowed to sign a PA with Wireless Contractors. 1.a Please describe the type of Association or Cooperative that is eligible to sign a WSCA PA. 1.b Is the intent that the Associations would be able to purchase on a CL and IL basis for their Association and/or members use? 1.c Would WSCA allow wireless contractors to customize Terms & Conditions and/or pricing for specific entities, such as non-profit organizations? For example, removal of early termination fee waivers.

*This will vary by State and must be addressed on a case by case basis.*

36. It was stated at the 2/23 pre-proposal meeting that Contractors can sign PA's directly with non-profits in States that do not prohibit such a practice. .a Assuming there is no State law prohibition, is there any limitation on the type of non-profits that will be eligible to sign a PA? Will WSCA allow Wireless Contractors to restrict certain types of non-profits? b Do eligible non-profit entities have the same right to sign PA's as a local governments (e.g., City or County) in States that have a State level PA but do not define non-profits as eligible or in States without a State level PA?

*This will vary by participating entity and must be addressed on a case by case basis.*

37. It was stated at the 2/23 pre-proposal meeting that WSCA will consider accommodating contract survivability for the purpose of E-Rate funding. Will WSCA allow Wireless Contractors to sign PA's and/or E-Rate agreements under the terms of the WSCA Master Agreement with termination dates that are coterminous with the E-Rate funding years (July 1 – June 30) up to eight months beyond the then effective termination date of the WSCA Master Agreement?

*If the Participating Addendum is signed prior to current contract termination, it will survive.*

38. Section 3.5 How do you specifically wish for us to showcase our coverage offering? Will % of area covered, % of population covered, Total pops covered or type of service that covers each state suffice? (3.5.7)

*Offerings should provide complete and detailed information in as clear and straightforward format as possible.*

39. Section 3.5.8 states no roaming/in-network voice services; where there are no roaming charges and rely on partner network to offer the best user experience can we show total coverage mapping (company owned and partner) for each State?

*Yes.*

40. Please elaborate on specifically what is needed for section 3.5.12, nationwide, states, etc?

*Provide detailed plans and timelines of what your company is doing to improve coverage in any area where you currently have 50% or less coverage.*

41. For section 3.5.13 the ask is to identify "basic" equipment provided for standard operations; would it be appropriate to offer a "basic" / "preferred" option, or "good", "better", "best", so long as it's clearly identified and articulated appropriately?

*Yes. All warranty requirements will apply.*

42. Section 3.5.25: Please confirm you are looking for specific detail and pricing on how we will augment in-building coverage (product solution and/or services based).

*Correct.*

43. Section 3.6: This section has all the same questions as 3.5 only for data. Is it imperative we assume this needs to be separated within our response?

*Correct.*

44. In section 3.6.20, please elaborate. Is the need to truly define all devices not supported on our network or if we should highlight a few key related devices not support or devices which we don't stock or have access through partner networks, etc.

*Please highlight a few key related devices not supported or devices which you don't stock or have access through partner networks, etc.*

45. Attachment H pricing documents. Do you want all three of the BANS cost pricing in one pricing document or would you like separate voice, broadband and accessories pricing documents; if we will be proposing a bid for all three BANS.

*We would prefer one for each band.*

46. Reporting Due to CPNI issues may we create a separate IL report for the Individual Liable lines on the WSCA contract showing the gross Lines, gross Minutes, gross spend for each quarter? Due to CPNI limitations we are unable to provide information on IL lines such as customer name, address, mobile number etc?

*WSCA does not require customer information on IL accounts; reports on these accounts should include spend only.*

47. What information do you want in the following columns in the line and equipment reports?

|             |                  |                               |           |    |                                 |                       |
|-------------|------------------|-------------------------------|-----------|----|---------------------------------|-----------------------|
| Column #    | 22               | 28                            | 29        | 30 | 31                              | 32                    |
| Field Size  | 8                | 30                            | 1         | 1  | 60                              | 60                    |
| Vendor Name | UNSPSC Commodity | VAR/Reseller/Distributor Name | Recycling |    | Optional – Category Description | Optional-Class Detail |

*These can be left blank and will be addressed with awarded vendor(s) in the future. The column should be left, but can be blank where no information is available.*

**ALL ELSE REMAINS THE SAME FOR RFP 1907.**

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

***RFP 1907 Amendment 2***

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

# Arizona provisions for WSCA Wireless Contracts

(rev 3-3)

Background – Arizona Network. In the summer of 2003, HB2533 (A.R.S 41-712 and 41-713) established the requirement for the State to establish an enterprise telecommunications services program to support the voice and data requirements of most State agencies, boards and commissions. In the spring of 2004, the Department of Administration (“ADOA”) established the Telecommunications Program Office (“TPO”) and issued the solicitation that will eventually lead to the award of a statewide telecommunications outsourcing contract to a single contractor, and in doing so established the State’s enterprise voice and data telecommunications program, the “Arizona Network” or “AZNet”, in January of 2005. The current contract under the AZNet program will expire in January of 2012. The State has determined that the new AZNet program will consist of multiple but interrelated telecommunications contractors as opposed to a single contractor model. The TPO will continue to oversee and direct the AZNet program and its constituent contractors. The five (5) primary areas of the new AZNet program are to include Voice Communications Services (i.e., telephony infrastructure and management), Network Services (i.e., data infrastructure and management), Telecommunications Carrier Services (i.e., connectivity and transport), Telecommunications Expense Management Services (i.e., billing receipt, billing audit, expense allocation, re-invoicing, payment receipt, payment remission and dispute management services), and Cellular Services (mobile wireless, voice and data devices and services, the subject and scope of these requirements). The following requirements are mandatory for State agencies, boards, and commissions, and optional, at the end users discretion, for Arizona Purchasing Co-operative members.

1. Requirements Applicable to all Wireless Contractors.

1.1. Integration with the TEM. A major component of the State’s AZNet program is the Telecommunications Expense Management (“TEM”) services contract (currently in solicitation, ADSPO11-0000489, see <https://procure.az.gov>). All voice, data and wireless contractors falling under the purview of the AZNet program, including all Participating Addendums (“PA”) issued under the WSCA Wireless Master Price Agreements (“MPA”) shall interface with and transact all of their billing with State agencies, boards and commissions through the State’s TEM. TEM services include dispute management with all contractors under the AZNet program, including all wireless contractors. All contractors shall participate in dispute resolution activities as managed by the State’s TEM.

2. Requirements Applicable to the AZNet Cellular Contractor.

2.1. AZNet Cellular Contractor. Among the PAs that State may enter into under the WSCA Wireless MPAs, the State may establish a primary wireless contractor, to whom the majority of the State’s wireless volume and spend will be directed (“AZNet Cellular Contractor” or “Contractor”). Although the State will not commit any volumes under any resulting PAs, in accordance with ARS 41-712, 713, all State agencies, boards and commissions will be required to use the AZNet Cellular Contract to meet their needs for wireless devices and services. Only with the written approval from the TPO will agencies be allowed to utilize any other State PA under a WSCA Wireless MPA.

2.2. Statewide Pooled Plans. AZNet Cellular Contractor shall provide the State with a plan, or plans, that leverage State Agency-wide volume across all State customers (defined as all State agencies, boards, and commissions) and allow for the sharing or “pooling” of minutes and services across the State. Contractor’s plan(s) shall allow the pooling of minutes and data services across the State and State Agency Customers, for all services, all device types, including Smartphones, broadband cards, without regard for their domestic geographic location, so long as they are purchased as a State of Arizona customer. E.g. an Arizona representative that resides in Washington D.C. will be eligible to utilize the States pool of minutes. Such plan(s) shall allow State Customers to use minutes from the pool minutes without contributing to the pool of minutes, such as a Zero Minute or Add-a-Phone/Line option

2.3. Further Discounts and Volume Tiers. AZNet Cellular Contractor shall provide the State with further discounts, the baseline discount of which – assuming a minimum baseline volume of three thousand (3,000) lines – shall be below the most favorable discount set forth in the WSCA MPA. From this baseline, Contractor shall include further discounts associated with a series of subsequent volume tiers, such that the State is continuously incentivized to increase its participation under the AZNet Cellular Contract in order to achieve ever improving discounts.

2.4. Scope.

2.4.1. Service Plans. All Services plans are subject to the State’s review and approval, Contractor shall provide a variety of service plans. Desirable features would include, but are not limited to:

- a. Nationwide coverage and common rate plans

- b. Uniform pricing plans nationwide, regardless of location
- c. Unlimited nights and weekend and mobile-to-mobile
- d. Wireless services for tablets
- e. Mobile-to-fixed fee
- f. No domestic long-distance charges
- g. No roaming charges
- h. Three-way calling
- i. Caller ID
- j. Call waiting
- k. Voice mail
- l. Unlimited text and paging
- m. Unlimited data
- n. Unlimited Group Calling for Push-to-Talk
- o. Third-party service blocking
- p. Phone book / contact backup
- q. Phone Locator
- r. Tethering
- s. Unlimited GPS
- t. Short code text blocking
- u. International service
- v. Discounted rates to Mexico and internationally

2.4.2. Cellular Devices and Accessories. All devices and accessories are subject to the State's review and approval. Desirable features would include, but are not limited to:

- a. Cellular phones
- b. Smartphones
- c. Refurbished Phones
- d. SIM Card only
- e. Mobile Hotspots
- f. USB Modems
- g. Belt clip
- h. Carrying cases
- i. Desktop adapter (battery charger/data transfer
- j. Vehicle hands-free mounting kit
- k. Optional device insurance

# UNIFORM TERMS AND CONDITIONS

## Version 8

### 1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"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 the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

### 2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. 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.
- 2.3. 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:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 and no other understanding either oral or in writing shall be binding.
- 2.7. 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. Contract Administration and Operation**

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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.

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

#### **4. Costs and Payments**

- 4.1. 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 invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the 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.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements.

#### **5. Contract Changes**

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment

within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment 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.

## 6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase 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.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
  - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
  - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. 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

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. 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, toward fulfillment of this Contract.

## **7. Warranties**

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. 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.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## **8. State's Contractual Remedies**

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. 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.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. Contract Termination

- 9.1. 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.
- 9.2. 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

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

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

## Mobile Broadband Data Plans and Features

The calling plans and features detailed below reflect the monthly access fee discount. No additional discounts apply.

|                                | Mobile Broadband*   |                  | Mobile Broadband Connect Features                 |                  |
|--------------------------------|---|------------------|---|------------------|
|                                | With a PC Card or USB Modem, or notetebook with Mobile Broadband Built-In |                  | With a Mobile Broadband Connect – capable handset |                  |
|                                | Monthly Flat Rate Access  |                  |   |                  |
| <b>Monthly Access Fee</b>      | <b>\$30.79</b>  | <b>\$39.99</b>   |   | <b>\$24.00</b>   |
| <b>Monthly Allowance</b>       | <b>250 MB</b>   | <b>Unlimited</b> |   | <b>Unlimited</b> |
| <b>Overage Rate Per MB</b>     | <b>\$0.10</b>   | <b>N/A</b>       |   | <b>N/A</b>       |
| <b>National Access Roaming</b> | <b>\$0.002/per KB (Canada) \$0.005/ per KB (Mexico)</b>                   |                  |   |                  |
| <b>Domestic Long Distance</b>  | <b>Included</b>   |                  |   |                  |

**Notes:** \*Monthly Access Fee discounts on these Plans are available for Government Subscribers only. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/National Access service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. \*With Nationwide Email Plan or Unlimited Email Feature added to an eligible calling plan. \*\* With unlimited Email plan or Web and Email for BlackBerry plan or feature. \*\*\*With any qualifying voice calling plan. Verizon Wireless reserves the right to limit throughput should 5GB of usage be exceeded in any given month.

Verizon Wireless offers this pricing utilizing the terms and conditions of the Western States Contracting Alliance (WCSA) Master Service Contract, Addenda and Attachments can be found on AboutWCSA.Org site for your consideration and review.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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-1684**

**Regular Agenda Item 2- B**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

Submitted For: Adam  
Shepherd,  
Sheriff

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

Department: Sheriff's Office

Fiscal Year: FY2013

Budgeted?: No

Contract Dates no contract

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Governor's Office of Highway Safety (GOHS) - Alternative Funding Source -164

Background Information

Traditionally the Gila County Sheriff's Office has operated with portable breathalyzers in the field.

Due to last minute notice of available funds, the Gila County Sheriff's Office submitted a letter on February 6, 2013. The letter was submitted to Alberto Gutier, Director of the Governor's Office of Highway Safety (GOHS), requesting monetary assistance in the amount of \$9,069.69.

Evaluation

The acquisition and use of these portable breathalyzers and mouthpieces will greatly enhance the ability of Sheriff's Office deputies in the field to conduct DUI investigations for underage drinking within Gila County.

Conclusion

The Sheriff's Office is requesting assistance from the Governor's Office of Highway Safety (GOHS) to purchase (30) thirty AlcoMate AccuCell (AL-9000) DOT, FDA, and NHTSA approved portable breathalyzers at \$289.99 each totaling \$8,699.70, and 1,000 mouthpieces to accompany the portable breathalyzers totaling \$369.99 for a grant total of \$9,069.69.

Recommendation

The Gila County Sheriff's Office recommends that the Board of Supervisors ratify its approval for the Sheriff's Office to submit a letter to Alberto Gutier, Director of the Governor's Office of Highway Safety.

Suggested Motion

Information/Discussion/Action to ratify approval for the Sheriff's Office to submit a letter to Alberto Gutier, Director of the Governor's Office of Highway Safety (GOHS), requesting funding in the amount of \$9,069.69 from GOHS's alternative funding source #164 for the purchase of 30 portable breathalyzers and 1,000 mouthpieces for the breathalyzers. **(Mike Johnson)**

---

Attachments

GOHS Alternative Funding Source

AlcoMate AccuCell (AL-9000)

**Johnny Sanchez – Chief Deputy**  
Mike Johnson – Lt. Southern District  
Tim Scott – Lt. Northern District



**James Eskew – Jail Commander**  
Justin Solberg – Captain  
William Carlson – Lieutenant  
Sandra Estrada - Lieutenant

---

Office of  
**Sheriff of Gila County**  
**J. Adam Shepherd**

Date: February 6, 2013

To: GOHS Director Alberto Gutier  
Ref: Regarding alternative funding source (164)

Director Gutier, due to budgetary constraints, traditionally the Gila County Sheriff's Office has operated without Portable breathalyzers (PBT'S) in the field. We are requesting assistance in purchasing (30) thirty AlcoMate AccuCell (AL-9000) DOT, FDA and NHTSA approved portable breathalyzers at \$289.99 each totaling 8699.70 and 1000 mouthpieces to accompany the PBT's totaling \$369.99 with a grand total of \$9069.69.

The acquisition and use of these Portable Breathalyzers and mouthpeioeces will greatly enhance the ability of Deputies in the field to conduct DUI investigations as well as investigating underage drinking within Gila County.

Sincerely

A handwritten signature in black ink, appearing to read "J. Adam Shepherd".

J. Adam Shepherd  
Sheriff



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- [Coin-Op / Bill-Operated Vending Breathalyzers](#)
- [Table Top Breathalyzer](#)
- [Breathalyzer Mouthpieces](#)
- [Breathalyzer Sensors](#)
- [Breathalyzer Accessories](#)
- [AlcoMate Premium Breathalyzers](#)
- [AlcoMate Prestige Breathalyzers](#)
- [All Products](#)
- [Watch Videos](#)

Home > [Professional Fuel-Cell Breathalyzers](#) > AlcoMate AccuCell (AL-9000) Deluxe Hard-Shell Kit

## AlcoMate AccuCell (AL-9000) Deluxe Hard-Shell Kit



SHARE

**Retail Price:** \$399.99  
**Your Price:** \$289.99  
 (You save \$110.00)

**Condition:** New  
**Rating:** ( 13 product reviews )

**Availability:** In Stock- Usually ships same day! Special Promotion- \$5 Off of \$79.99 and up. Use coupon Code ALCOS.

**Shipping:** Free Shipping\*

- Multi-Pack:**
- None
  - 2-Pack Discount
  - 5-Pack Discount
  - 10-Pack Discount

**Quantity:** 1

Add to Wish List

Click the button below to add the AlcoMate AccuCell (AL-9000) Deluxe Hard-Shell Kit to your wish list.

Related Products

AlcoMate AccuCell (AL-9000) W/ USB PC Connect Kit

~~\$449.99~~  
**\$339.99**

AlcoMate Premium (AL-7000) Basic Kit - NO CALIBRATION!

~~\$249.99~~  
**\$179.99**

AlcoMate Pro  
**\$139.99**

Mouthpieces for AlcoMate products only!  
**\$0.45**

USB Computer Connect Kit - AccuCell (AL-9000) Only!  
**\$49.99**

New Products

AL-2500 Elite Full Pack  
~~\$159.99~~  
**\$89.99**  
[More Details](#)

AL-3500 Fuel Cell Dollar Bill Operated Vending Breathalyzer  
~~\$2,699.99~~  
**\$1,849.99**  
[More Details](#)

AL-3500 S/C Coin Operated Vending Breathalyzer  
~~\$1,599.99~~  
**\$1,099.99**  
[More Details](#)

AlcoMate Prestige (AL-6000) Red Basic Kit - No Calibration!  
~~\$209.99~~  
**\$139.99**  
[More Details](#)

AlcoMate Prestige (AL-6000) Silver Full Kit - NO CALIBRATION!  
**\$239.99**

Product Description



[Click Here: Wired Magazines Review- Breathalyzers Tested and Rated - The AlcoMate AccuCell Editor's Pick](#)

The new **2013 AlcoMate AccuCell** is a DOT, FDA and NHTSA Approved law Enforcement grade breathalyzer that features an advanced second generation fuel cell Alcohol sensor for maximum precision and more accurate alcohol testing than ever before!

This is the most accurate fuel-cell breathalyzer on the market, compare other fuel-cell breathalyzers with this type of quality and accuracy between \$800-\$900. Because of this the AccuCell is **AlcoTester.com's most accurate and Best breathalyzer!**

Easy one-button operation and optional USB connectivity for saving results to a PC.

You Recently Viewed...

AlcoMate AccuCell (AL-9000) Deluxe Hard-Shell Kit  
~~\$399.99~~  
**\$289.99**  
[More Details](#)

\$159.99

[More Details](#)

The AccuCell breathalyzer incorporates advanced fuel-cell alcohol sensors to provide you with maximum precision and accuracy as well as the ability to handle rigorous high-volume testing without issue.



The optional USB PC-Connect Kit for the AlcoMate AccuCell allows you to store breath alcohol test results on to a computer (Windows PC only) and results can be exported conveniently to Excel format.



**AlcoMate AccuCell Advantages:**



- **"Law Enforcement Grade" Quality and Accuracy (calibration every 800-1000 tests). All units are pre-calibrated for immediate use! Includes a recalibration indicator.**
- DOT and NHTSA Approved, the AlcoMate AccuCell is also FDA 510(K), ISO 9000 and CE Certified!
- **Advanced 2nd Generation Fuel-Cell Alcohol Sensor-** The Most Accurate Breathalyzer On The Market Under \$900!! **Blow time is 5.5 seconds- D.O.T. and NHTSA Approved (Exceeds D.O.T. and NHTSA standards).**
- Accuracy: +/- 0.005% BAC at 0.010% BAC
- 4-Digit Back Lit LCD Results Display(0.000)
- Active Pressure Sensor System so you know that the subject has blown long enough and hard enough
- Deep Lung Air Sampling- blow time that exceeds D.O.T. and NHTSA standards
- Cumulative Test Counter
- Includes a recalibration indicator.
- Low Battery Indicator / Auto Power-Off
- Maximum Precision Due To Fuel Cell Sensor **(Same As The Police Units Have)**
- Increased Durability for High-Volume Testing
- **One Year Warranty Through AlcoTester.com!**

\*\*\*\*VERY IMPORTANT\*\*\*\*

**ALL OF OUR PRODUCTS ARE BRAND NEW NOT REFURBISHED AND INCLUDE A FULL WARRANTY FROM ALCOTESTER.COM. BEWARE OF AMAZON AND OTHER WEBSITES THAT HAVE CHEAPER PRICES AS THEY MAY NOT BE SELLING NEW PRODUCTS!**

**Stat Sheet:**

|                  |  |
|------------------|--|
| Fuel Cell Sensor | Long-life Electrochemical Fuel Cell- <b>The Same As the Police use!</b><br><br><b>Please Note: Advanced second generation fuel cell alcohol sensor designed for maximum accuracy and dependability much more accurate than ever before (This sensor is completely different than other low priced fuel cell models on other websites).</b> |
| Operating Temp   | 0 - 40° C (32 - 104° F)  |
| Size             | 4.2 x 2.0 x 0.75 inches<br>(about the size of a cell phone)  |
| Weight           | 2.8 oz (including batteries)   |
| Battery          | Standard 1.5V AAA (2, included)  |
| Analysis Time    | 10 Seconds or Less up 0.100% BAC   |

|                 |  |
|-----------------|--|
| Recovery Time   | Less than 10 seconds Between Consecutive Tests   |
| Sampling System | Actuated Deep Lung-Air Sampling  |
| Detection Range | 0.000% ~ 0.400% BAC (5 times the limit of 0.080 BAC) not 0.040% BAC.                         |
| Sensor Accuracy | <b>+/- 0.005% BAC at 0.100% BAC- The same accuracy as the police models that cost \$900.</b> |

**Availability: IN STOCK**

**Usually ships same day- FOR A LIMITED TIME SHIPPING IS FREE TO THE UNITED STATES AND CANADA!**

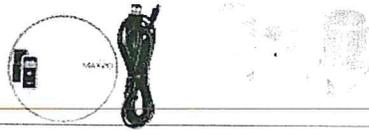
**We ship all over the world! You can place orders 24 hours a day 7 days a week at 1-800-919-0154.**

**DELUXE HARD-SHELL KIT**



- AlcoMate AccuCell 2nd Generation Fuel Cell Breathalyzer (Same as the police use)
- Carrying Pouch
- Handstrap
- Users Manual
- **FREE Batteries included**
- **FREE 5 Mouthpieces**
- **FREE DELUXE HARD-SHELL CARRYING CASE!**
- **FREE SHIPPING - USA/CANADA**
- **FREE One year warranty through AlcoTester.com!**
- **FREE 24/7/365/Service By Phone, No other breathalyzer company provides this service!**
- **Designed And Assembled In The United States!**

**You may also be interested in these accessories for this product:**



[USB PC Connect Kit](#)   [Mouthpieces](#)

This unit is certified by all of the following organizations:



### Find Similar Products by Category

[Professional Fuel-Cell Breathalyzers](#)

### Product Reviews

[Write a review](#)

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#### 1. **DONT BUY FROM AMAZON OR WALGREENS** ★★★★★

Posted by Unknown on 16th Jan 2013

DONT BUY FROM AMAZON OR A BIG BOX STORE LIKE WALGREENS!!!!

They cant help you with anything including warranty thae they only refer you to a company in another country that speaks a foriegn language...

I ENDED UP BUYING FROM ALOTETSER AND I CAN CALL THEM ALL THE TIME(THEY PROBABLY DONTLIKE IT)..

#### 2. **Reproducible results and convenient** ★★★★★

Posted by Hope this helps "Helper" on 26th Nov 2012

My wife and I have owned this for a few weeks and have used it a couple dozen times. It seems very solidly made and the readings seem reasonable, given our alcohol intake, and reproducible (within about a 5% range).

A suggestion that seems sensible, although not in the instructions and I can't prove its importance, is to take in a moderately deep breath, hold it for 5-10 seconds, breath slowly out and then start to breath into the breathalyzer without stopping your expiration. This would seem to best assure a reproducible measurement of an equilibrated air sample from deep in your lungs and not from the trachea, which could represent fresh air that you have just inspired.

#### 3. **don't chance it** ★★★★★

Posted by jason on 26th Nov 2012

This is a must have, don't chance it, its not worth it beleive me.

4. **5 STARS ALL THE WAY** ★★★★★

Posted by Unknown on 26th Nov 2012

5 STARS ALL THE WAY

PRODUCT, SERVICE, FASTEST SHIPPING EVER!!

5. **AL-9000 AlcoMATE AccuCell** ★★★★★

Posted by Jay on 24th Nov 2012

Awesome!! That's all I can say!!!!!!!

6. **You have to get one of these!** ★★★★★

Posted by J.T scoots on 24th Nov 2012

You have to get one of these, it will save your life literally and financially. Spend a couple hundreds dollars or

1. lose job
2. lose license
3. lose insurance (they will drop you) or triple your rates!!
4. lose your dignity, even if you occasionally drink they made me go to AA for twice a week 6 months, MANDATORY or violate probation.
5. very expensive- court costs, lawyer fee, jail fee, interlock device fess, mandatory counseling fess, probation fees, renew license fees I could go on and on and on
6. My cost was about \$9,300 first offense I lost license no driving not even to work and made me put the ignition device in car which is a very very expensive and must pay every month.

Bottom line BUY A BREATHALYZER, test yourself before the flashing lights are in your rear view mirror and your in hand cuffs. And STAY SAFE.

7. **AL-9000** ★★★★★

Posted by Brooke on 21st Nov 2012

Awesome product!! We love it.  
\*\*\*\*\*5 STARS\*\*\*\*\*

8. **The best thing I ever bought!** ★★★★★

Posted by Unknown on 1st Sep 2012

I never knew I could by a breathalyzer I thought they were only for the police. This is the greatest find ever and I just stumbled upon the site searching dui and www.alcotester.com popped up and it was awesome I live in California and I called their 24 hour 800 line and ordered over the phone even though it was 2:00am their time.

FYI, I did look at other sites when I was researching but NONE of them answered the phone since they work "9-5", again this site has 24/7 ordering!

9. **Worth Your Weight in Gold** ★★★★★

Posted by Carolyn on 20th Jun 2012

All fifty states and the District of Columbia have "per se laws" that deem it a crime to drive with a Blood Alcohol Level, or BAC, at or above a determined level for that state, usually .08%. The Federal Aviation Regulations for piloting an aircraft set the BAC standard for airmen at less than .04%

10. **Alcomate AL9000** ★★★★★

Posted by DO777 on 18th Jun 2012

I purchased this unit based upon my law enforcement experience with the use of PBT's. The Alcomate AL9000 works fantastic! I would recommend the purchase for anyone who is subject to random breath alcohol testing. This unit will allow you to decide for yourself if you can drive legally or work (under zero tolerance policy) after the consumption of alcohol. Why worry about being tested; you can check for yourself with the AL9000!

Showing reviews 1-10 of 13| [Next](#)

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ABOUT SSL CERTIFICATES

**ARF-1693**

**Consent Agenda Item 3- A**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

Submitted For: Bradley

Beauchamp,  
County  
Attorney

Submitted By:

Brenda Van Haren, Victim Witness  
Advocate, County Attorney

Department: County Attorney

Fiscal Year: 2014

Budgeted?: Yes

Contract Dates July 1, 2013 to Grant?: Yes

Begin & End: June 30, 2014

Matching Yes

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Arizona Criminal Justice Commission Renewal of Existing Victim Assistance Grant

Background Information

This grant has been in effect for more than 10 years and is a renewal grant that has received matched funding in the past 10 years. The grant match amount for the 2014 fiscal year is \$24,171. This grant funding covers the salary of the Victim Witness Advocate/Victim Compensation Coordinator (50% grant funds with 50% match covered by the General Fund.) This position is a required position in the Gila County Attorney's Office. The grant must be electronically submitted to the Arizona Criminal Justice Grant Management System by March 15, 2013.

Evaluation

The Victim Assistance Program is established to provide effective victim assistance services to the victims in Gila County. Direct assistance to crime victims may include assistance with monitoring restitution payments, information on the criminal justice process and notification of court proceedings, accompaniment to court proceedings, attorney interviews, guidance with Victim Impact Statements and referrals to community resources to address victims' needs in the aftermath of crime.

Administration of this funding is an integral part of the Gila County Attorney's Office, as the funding supports the salary of the crime victim advocate. In addition, the advocate is also responsible for coordinating the Victim Compensation Program. That program assists victims of crime in Gila County with financial assistance to pay for funeral expenses, medical bills, mental health counseling, wage loss, and crime scene clean up.

In addition, the Victim Services Department networks with other local agencies to ensure that victims are receiving education, assistance and resources necessary to help them through the traumatic experience as a result of crime.

### Conclusion

It is important for the Gila County Attorney's Office of Victim Services to continue to receive the funding from the Criminal Justice Commission with the matching requirement by the County. The criminal justice system can be traumatic for most victims and it is important for the department to provide mandated services to those victims. It is a priority of the department to insure that enforcement of victims' rights are adhered to and complied with under the law.

The advocate also acts as the liaison between the victim, the prosecutor and the court. The advocate plays a key role to insure that victims are treated with fairness, dignity and respect throughout the criminal justice system.

### Recommendation

The Gila County Attorney's Office of Victim Services is recommending that the Board approve the request to apply to the Arizona Criminal Justice Commission for renewal of the existing Victim Assistance Grant for the 2014 fiscal year.

### Suggested Motion

Approval for the County Attorney's Office to electronically submit a Grant Application to the Arizona Criminal Justice Commission for the renewal of an existing Victim Assistance Grant in the total amount of \$48,342 with a required cash match by the County of \$24,171 from the General Fund.

---

### Attachments

Grant Application

Total Budget

Audit

Recap of Findings

Job Descripton

Victim Survey

If you are unable to print the application, try 'Export to Word' or use landscape printer settings.

Export to Word

Application Created: 11:03 AM, 2/4/2013

## General Information

ACJC Grant Program: Crime Victim Assistance Grant Program

Period Title: FY 2014

Project Title: Gila County Victim Assistance

Purpose Area: Commission Eligible

Has the program been providing services to victims for more than three years? Yes

Applicant Agency: Agency Name: Gila County Attorney's Office  
 Department Name: None  
 DUNS Number: 148942451

Authorized Official: Beauchamp, Bradley L (Gila County Attorney)  
 Mailing Address: 1400 E. Ash Street  
 Globe, Arizona 85501  
 Email: bbeauchamp@gilacountyaz.gov  
 Phone: 928-425-3231, 8646  
 Fax: 928-425-3720  
 Agency: Gila County Attorney's Office  
 Department: none

Project Official: Van Haren, Brenda L (Victim Witness Advocate)  
 Mailing Address: 1400 E. Ash Street  
 Globe, Arizona 85501  
 Email: bvanharen@gilacountyaz.gov  
 Phone: 928-402-8836  
 Fax: 928-425-9797  
 Agency: Gila County Attorney's Office  
 Department: none

## Program Information

Number of crimes victims served by the program during the most recently completed fiscal year: 1358

Approximate percentage of those crime victims served only by phone, mail, or e-mail: 98

Geographic areas served  
 Northern and Southern Gila County and neighboring San Carlos Apache Nation Reservation

Agency Mission Statement  
 It is the Mission of the Gila County Victim Services Program to assist innocent victims of a crime in a timely, efficient and compassionate manner, to advocate for the protection of their rights, understanding of those rights and procedures for exercising those rights.

Does the program charge or intend to charge for services? No

If yes, describe fee schedule:

Type of crime victims served (check all that apply)

Adults molested as children

Aggravated assault

Assault

Child sexual abuse

Domestic violence

DUI

Elder abuse/fraud

Identity theft

Robbery

Sexual assault

Survivors of homicide victims

Other non-violent crimes

Other violent crimes

*If "Other non-violent crimes", please specify. If none, enter "None" in the box.*

**Threatening and Intimidating, Assault by a Vicious Dog, Custodial Interference, Resisting Arrest, Interfering with Judicial Proceedings, Disorderly Conduct, Aggravated Harrassment, Discharge of a Firearm, Misconduct Involving Weapons, Hit and Run, Reckless Driving, Unlawful Use of Means of Transportation, Hindering Prosecution, Theft, Shoplifting, Trafficking in Stolen Property, Fraudulent Schemes and Artifices, Luring a Child for Sexual Exploitation, Cyberstalking, Forgery, Indecent Exposure, Burglary, Criminal Damage, Stalking, Failure to Pay Child Support, Simple Assault, Embezzlement, Vandalism, Smuggling of Human Beings, DUI involving Minor Children, Tampering with Physical Evidence, Unlawful Flight, Criminal Trespass, Criminal Littering, Drug Offense Involving a Minor, Possession of Stolen Property, Surreptitious Viewing, Sexual Exploitation of a Minor; Obtaining Utility Services by Fraud**

*If "Other violent crimes", please specify. If none, enter "None" in the box.*

**Homicide, Attempted First Degree Murder, Negligent Manslaughter, Second Degree Murder, Forcible Rape, Armed Robbery, Aggravated Assault, Aggravated Assault on a Police Officer**

Type of services provided (check all that apply)

Criminal justice supports/advocacy

Emergency financial assistance

Follow-up contact

Information and referral

Notification services

Personal advocacy

Victim compensation claim assistance

*If "Other", please specify. If none, enter "None" in the box.*

**None**

For the most recent fiscal year, please provide the **total number** of **services** provided to crime victims in each service area below for the **program** requesting ACJC Victim Assistance funding. *A single victim may receive several different services.*

|   |     |
|---|-----|
| Crisis intervention services for the urgent emotional or physical needs of a victim which may include a 24-hour hotline for counseling or referrals for a victim.                     | 25  |
| Emergency temporary shelter for a victim who cannot safely remain in current lodging.   | 12  |
| Petty cash for immediate emergency needs related to transportation, food, shelter, and other necessities.   | 1   |
| Emergency temporary repairs such as locks and windows damaged as a result of a crime to prevent the immediate reburglarization of a home or apartment.                                | 0   |
| Follow-up counseling dealing with the victimization.  | 35  |
| Assistance dealing with other social service and criminal justice agencies.   | 60  |
| Assistance in obtaining the return of property kept as evidence.  | 18  |
| Assistance in dealing with the victim's landlord or employer.   | 3   |
| Referrals to other sources of assistance as needed.   | 250 |
| Court-related direct services or petty cash that help victims participate in criminal justice proceedings including transportation to court, child care, meals, and parking expenses. | 55  |

|   |              |
|---|--------------|
| Court-related advocate services including escorting victims to criminal justice-related interviews, court proceedings, and assistance in accessing temporary protection services. | 420          |
| Notification of significant developments in the investigation or adjudication of the case.  | 25,109       |
| Notification that a court proceeding for which the victim has been subpoenaed has been canceled or rescheduled.   | 1,824        |
| Notification of the final disposition of the case.  | 2,088        |
|   | Total 29,900 |

Indicate the number of times the program requesting ACJC Victim Assistance funding provided the following services to assist victims with Crime Victim Compensation claims.

|   |           |
|---|-----------|
| Provide verbal or written information about the Compensation Program.       | 505       |
| Provide referral and/or transportation to Crime Victim Compensation Office. | 25        |
| Provide applications.   | 50        |
| Provide assistance with completing the application.                         | 20        |
| Provide assistance with obtaining police reports, records, bills, etc.      | 25        |
|   | Total 625 |

Please describe how the program requesting ACJC Victim Assistance funding assists victims with submitting or processing crime victim compensation claims. *Limit 250 characters, including spaces.*

**The Department takes an active part in assisting victims with the process of filling out the compensation applications by gathering documents, bills police reports, etc. Travel to assist the victims is also available.**

Number of paid program staff providing **direct** services to crime victims. *Do not include administrative staff.*  
Full time: 3 Part time: 0

For the most recent fiscal year, list the total **hours** worked by volunteers. *Must be in direct support of the program.*  
250 / 2,080 = 0.12

## Project Narrative

### Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 3,500 characters, including spaces.*

Enter narrative below:

Due to the high pricing of metals (copper), mining officials have reported that long-closed mining pits in Gila County have prompted expansion efforts with Freeport McMoran and BHP Billiton. As the expansion of the mining base economy continues, it is expected that the population will continue to grow to fill the required job positions. With more population comes a greater risk of higher crime rates.

Although, the juvenile criminal caseload has minimized and there has been a decrease in referrals, according to Juvenile Prosecutors and the Gila County Juvenile Probation Officers, juvenile criminal activity continues to plague the community. During the last fiscal year, the Gila County Board of Supervisors mandated a 20% decrease of budgets for all departments. According to the Gila County Sheriff's Office, the school districts have been impacted greatly because the School Resource Officers Program was the first to go. Those officers who would normally be assigned to the classrooms, have now been assigned to street patrol. Local school officials are trying to handle the problems in-house without the added assistance from law enforcement; however, the issues they are currently faced with have gone far beyond their control.

### Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important and how it is unique. Also, include at least two specific, measurable program objectives. These objectives should outline specific program activity during the grant

period. Refer to the sample application for examples. *Response is limited to 3,500 characters, including spaces.*

Enter narrative below:

Prior to 2004, victim services were provided by a legal secretary in addition to her everyday duties. As a result, inadequate services were provided. With the assistance of ACJC grant funds, a full-time Victim Advocate position was established.

Additionally, three secretaries have been assigned to the Victim Services Department . The department provides support, guidance, training, education, and notification to crime victims/witnesses which are mandated by statues serving a population of 53,144 people throughout a 5,000 square mile radius. Because of the distance of the out-lying communities a large amount of travel time is required to provide the mandated services. The program goes the extra mile to provide personal advocacy, i.e., meet and confer opportunities, escorts to court or interviews, educational awareness of rights, resources and assistance.

During the 2011-2012 school year, the department evaluated and determined the need to be more involved in the school system so as to bring a greater awareness of juvenile crime activities and the effects it has on our communities. Program outreach and personal interaction with our youth is proving to be very rewarding. By interacting with the youth, the department has gotten a better understanding of the under lying causes. Working and collaborating together with school officials and local authorities new guidelines have been implemented within our school systems.

Last year, our office organized a Domestic Violence Round Table committee. This committee met monthly with local organizations to discuss the effects that Domestic Violence has in our communities. We learned that the effects often go beyond the realm we normally think of and our children are the ones that are being mostly affected. Children who are exposed to domestic violence are at greater risk for substance abuse, juvenile pregnancy, and criminal behavior than those raised in homes without violence. Many studies have noted that children from violent homes exhibit signs of more aggressive behavior, such as bullying, and are up to three times more likely to be involved in fighting. Research has shown that prevention and early intervention efforts are effective in reducing domestic violence and child abuse behavior. Moreover, it is a unique program because there has never been a comprehensive community-based prevention/early intervention collaboration that has addressed all three interrelated types of violence – child abuse, domestic violence, and youth violence. The factors that we have seen contributing to all these forms of violence provides a fertile ground for successful and urgently needed collaborative prevention efforts.

The program will target youth in the 11 to 14 year old age range with education, presentations, and anti-violence school material. When community agencies are involved in a project from the beginning, shaping it and leading it, this extends a stamp of ownership and commitment, facilitates involvement of others in the community, and ensures that the specific activities are designed to meet the actual needs of youth and the entire community.

#### **Project Collaboration**

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with.

Enter narrative below:

|   |   |
|---|---|
| Gila County Sheriff's Office              | Dept. of Economic Security (CPS & APS)          |
| Globe, Hayden Payson, Miami Police Depts. | San Carlos Social Services, Indian Health Serv. |
| Safe Home and Time-Out (DV Shelters)      | Horizon Human Services                          |
| Pinal-Gila Council for Senior Citizens    | AZ Department of Corrections                    |
| Domestic Violence Round Table Committee   | Sheriff Resource Officers Committee             |
| Safe Kids Globe Chapter                   | South Eastern AZ Behavior Health Services       |
| Gila County Task Force                    | Bureau of Indian Affairs                        |
| G.I.L.A. (Homeless Shelter)               | Boys and Girls Club Globe Chapter               |
| Globe High School                         | Liberty High School                             |
| Destiny School                            | High Desert School                              |
| Tri-City Fire Department                  | Globe Fire Department                           |
| Globe/Miami Senior Citizens Center        | Local Churches                                  |

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 1,500 characters, including spaces.*

Enter narrative below:

**During 2012, the Gila County Attorney's Office and the Victim Services Unit extended an invitation to community agencies, including law enforcement, Social Services, the Clergy, School District Officials, Hospital Administrators and Domestic Violence Shelters for the development of the first Domestic Violence Round Table. Members of this team met for several months to discuss and share concerns regarding domestic violence problems and the effects it was having in our communities. Through efforts of the committee members, a poster was developed which included local resource information and removable boot cards. Posters have been distributed in all local businesses, including private and government buildings.**

**Committee members discussed the need to create a School Resource Officers (SRO's) Program due to the economy and recent budget cuts to schools and law enforcement. We discussed the negative impact these cuts were having on the school children and on the general communities. The committee gathered information from various state and local agencies as to what similar programs were being utilized. The committee chose a program that would target middle school students, as there were more outbreaks of violent behavior by this group. We are optimistic that by putting this program into operation, several other problems within the school system can be addressed.**

**Quarterly meetings with school officials will be conducted to monitor the benefits of the program.**

#### **Performance Tracking**

Briefly describe how the program tracks statistical data for number of crime victims served, number of services provided, referrals, etc. *Response is limited to 500 characters, including spaces.*

Enter narrative below:

**Information regarding victim cases which include, the type of crime, the number of victims involved and the demographics of each victim, is transferred to an Annual Service Tracking Sheet. This form of tracking monitors the number of victims served. Thereafter, the data for mandated services for each victim is recorded into an Excel Spreadsheet and is updated on a daily basis. The sheet then auto-calculates the number of mandated services allowed by statute.**

#### **Evaluation Plan**

How will you evaluate the effectiveness of the program activities? Please indicate how the results of program evaluation activities have made, or will make an impact on the way the program provides services to crime victims. *Response is limited to 1,500 characters, including spaces.*

Enter narrative below:

The program will continue the awareness and educational presentations which can be monitored and measured by logging those presentations; have ongoing communication with school officials and the School Resource Officers, to determine the effectiveness of the in classroom sessions. A tracking-based report created by the program i.e. an excel spreadsheet, would be utilized to assist in the tracking. This type of report will also be used by the law enforcement agencies to help determine if the program is working. Ultimately, the program would encourage the community and its leaders, school officials, and School Resource Officers to stay involved with these children proving how being involved does in fact make a difference and crime rates will decrease.

**Survey Response Rate**

If the program uses a survey to measure program performance, please indicate the number of surveys administered and the number of survey responses received during the most recently completed fiscal year. Please describe efforts the program has made to increase or maintain a representative survey response rate. If the program does not use a survey then please indicate NONE in the box below. *Response is limited to 1,500 characters, including spaces.*

Enter narrative below:

The victim satisfaction survey, which is currently utilized by the department, reflects the goals and outcomes as indicated and selected in the previous fiscal year grant period. By standardizing the survey questions (and letter of explanation), insures that we collect the same information from everyone. Although over 1000 surveys were sent out, as reported in the annual Statistical Report, the return rate still was only 105. Albeit low, the return rate continues to increase each year about 5%. Of the 105 surveys that were returned, 92 reported being satisfied with the overall services that were provided to them, 5 reported they were dissatisfied with the system, restitution collection process and the Prosecutor's actions. If necessary, a debriefing is conducted by the department to address any concerns that are presented the victims to resolve any issues, if possible.

The telephone survey that had previously been implemented the previous fiscal year, proved to be time consuming and was not beneficial so that survey has been concluded.

**Goals and Objectives**

Approximate number of victims to be served during the upcoming grant period: 1800

**Goal: ECONOMIC STABILITY**

Outcomes (please select at least 1):

| Description  | %   | #     |
|--|-----|-------|
| Number and percentage of crime victims reporting an increased knowledge of the victim compensation program, restitution and other financial assistance services. | 85% | 1,530 |
|  | %   |       |

**Goal: SAFETY**

Outcomes (please select at least 1):

| Description   | %   | #     |
|---|-----|-------|
| Number and percentage of victims who report understanding and initiating safety plans for meeting their immediate and ongoing safety needs. | 75% | 1,350 |
| Number and percentage of victims who report being able to better assess their safety needs.   | %   |       |

|  |   |
|--|---|
| In this space you may optionally provide an additional quality measure of your own choice. | % |
|  | % |

**Goal: JUSTICE**

Outcomes (please select at least 2):

| Description   | %   | #     |
|---|-----|-------|
| Number and percentage of victims reporting the information and assistance provided had a positive impact on their participation in the criminal justice system. | 85% | 1,530 |
| Number and percentage of victims reporting an increased understanding of their legal rights.  | 80% | 1,440 |
| Number and percentage of victims reporting increased knowledge of the legal system.   | %   |       |
| In this space you may optionally provide an additional quality measure of your own choice.  | %   |       |

**Goal: QUALITY MEASURES**

Outcomes (please select at least 3):

| Description   | %   | #     |
|---|-----|-------|
| Percentage of victims reporting overall satisfaction with services.                           | 80% | 1,440 |
| Percentage of community collaborators reporting positive satisfaction with services provided. | %   |       |
| Percentage of victims who report they would recommend program services to other victims.      | 80% | 1,440 |
| Percentage of victims who reported that advocacy services that were provided were helpful.    | 80% | 1,440 |
| In this space you may optionally provide any additional quality measure of your own choice.   | %   |       |

**Goal: HEALING**

Outcomes (please select at least 3):

| Description  | %   | #     |
|--|-----|-------|
| Number and percentage of victims reporting an increased knowledge of services available.   | 80% | 1,440 |
| Number and percentage of victims who report having increased feelings of well being.   | 80% | 1,440 |
| Number and percentage of victims who report they know how to access short and long term resources available to meet their needs. | 80% | 1,440 |
| Number and percentage of victims reporting the provider's services increased their ability to cope.                              | %   |       |
| Number and percentage of victims completing treatment plan objectives.   | %   |       |
| In this space you may optionally provide any additional quality measure of your own choice.                                      | %   |       |

**Budget**

**Personnel**

Enter narrative below:

The funds that are requested are utilized solely for the salary of the Victim Advocate. The balance is (matched) funded by the County's general fund. The service directly to victims of Gila County promote their participation in the criminal justice system, provide efficient and effective notification services and coordinate education to victims and agencies that serve victims of crime in the community. The funding by this grant is absolutely imperative to this department. Without this funding, services that the program provides would be greatly compromised.

Full Time/Part Time

| Match                               | Position Title  | # Pos (FTE) | Annual Salary | Subtotal Salary | ERE Amount                   | Total                       |
|-------------------------------------|-----------------|-------------|---------------|-----------------|------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Victim Advocate | .5          | \$34,690.00   | \$17,345.00     | \$6,076.00                   | \$23,421.00                 |
| <input type="checkbox"/>            | Victim Advocate | .5          | \$34,690.00   | \$17,345.00     | \$6,076.00                   | \$23,421.00                 |
|                                     |                 |             |               |                 | Salary Subtotal: \$34,690.00 |                             |
|                                     |                 |             |               |                 | ERE Subtotal: \$12,152.00    |                             |
|                                     |                 |             |               |                 | Total: \$46,842.00           | Match Total: \$23,421.00    |
|                                     |                 |             |               |                 |                              | Nonmatch Total: \$23,421.00 |

Overtime

| Match | Position Title | Hours | Hourly Wage | Subtotal Wages | ERE Amount             | Total                  |
|-------|----------------|-------|-------------|----------------|------------------------|------------------------|
|       |                |       |             |                | Wages Subtotal: \$0.00 |                        |
|       |                |       |             |                | ERE Subtotal: \$0.00   |                        |
|       |                |       |             |                | Total: \$0.00          | Match Total: \$0.00    |
|       |                |       |             |                |                        | Nonmatch Total: \$0.00 |

ERE Breakdown

Enter narrative below:

Employee Related Expenses paid by the county based on total salary; State Retirement match, Social Security, Medicare taxes, Worker's Compensation and Medical Insurance.

Consultant/Contractual Services

Enter narrative below:

| Match | Expense Type | Hours | Rate | Total                  |
|-------|--------------|-------|------|------------------------|
|       |              |       |      | Match Total: \$0.00    |
|       |              |       |      | Nonmatch Total: \$0.00 |

Travel (In State)

Enter narrative below:

| Match | Expense Type | Units | Amount | Total                  |
|-------|--------------|-------|--------|------------------------|
|       |              |       |        | Match Total: \$0.00    |
|       |              |       |        | Nonmatch Total: \$0.00 |

Travel (Out of State)

Enter narrative below:

| Match | Expense Type | Units | Amount | Total |
|-------|--------------|-------|--------|-------|
|-------|--------------|-------|--------|-------|

Match Total: \$0.00  
 Nonmatch Total: \$0.00

**Confidential Funds**  
 Enter narrative below:

| Match | Expense Type | Amount | Total   |
|-------|--------------|--------|---|
|       |              |        | Match Total: \$0.00<br>Nonmatch Total: \$0.00 |

**Other Operating Expenses**  
 Enter narrative below:

| Match                               | Expense Type | Type     | Quantity | Each     | Total  |
|-------------------------------------|--------------|----------|----------|----------|--|
| <input checked="" type="checkbox"/> | Printing     | Supplies | 1        | \$750.00 | \$750.00   |
| <input type="checkbox"/>            | Printing     | Supplies | 1        | \$750.00 | \$750.00   |
|                                     |              |          |          |          | Supplies Subtotal: \$1,500.00<br>Registration/Training Subtotal: \$0.00<br>Other Subtotal: \$0.00<br>Total: \$1,500.00 Match Total: \$750.00<br>Nonmatch Total: \$750.00 |

**Equipment Purchases**  
 Enter narrative below:

| Match | Expense Type | Type | Quantity | Each | Total   |
|-------|--------------|------|----------|------|---|
|       |              |      |          |      | Capital Subtotal: \$0.00<br>Non-Capital Subtotal: \$0.00<br>Total: \$0.00 Match Total: \$0.00<br>Nonmatch Total: \$0.00 |

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.

Gila County General Funds will be used to match this grant.

**Total Project Cost**

Required Match: \$24,171.00

Match Total: \$24,171.00

Requested Total: \$24,171.00

**Administration**

If received, will ACJC funds be used as matching funds for other grant program(s)? No  
 If yes, please list the name(s) of the grant program and funding agency.

**Audit Requirements**

List the date of your last financial audit.

6/30/2011

Did the audit result in a Schedule of Findings and Questioned Costs?

Yes

**Internal Controls**

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

Yes

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

Combination

How frequently do you post to the General Ledger?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

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

Yes

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

Yes

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

Yes

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

Yes

Are all accounting entries and payments supported by source documentation?

Yes

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

Yes

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Is there a separate bank account maintained for grant funds?

Yes

Are the officials of the agency bonded?

Yes

Does the agency use a double-entry system in accounting for program funds?

Yes

*If you answered "No" to any of the questions in this section, please provide a brief explanation why.*

**Attachments**

Please upload the following documents:

All Applicants:

Total Program Budget

Most Recent Financial Audit (include management letter and schedule of findings if applicable)

Job descriptions for personnel to be funded by ACJC Victim Assistance Grant

Sample survey used to measure participant satisfaction with the services provided by the applicant program

Non-profit organizations please attach:

1. A letter from a prosecutor's office or law enforcement agency endorsing the application.
2. A Current board list that includes affiliations identifies current officers and provides the Chairman's contact information.

AND ONE OF THE FOLLOWING:

1. A copy of the organization's 501(c)(3) designation letter from the IRS.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above (1-3), if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

*Max size per upload 10MB.*

[2013 satisfaction survey.docx](#)

[Pages from Findings of 2011 single audit.pdf](#)

[Recap of findings of 2011 single audit.xlsx](#)

[Audit 10-11 Single Audit.pdf](#)

[app3499\\_Victim Witness Advocate job description.docx](#)

[app3891\\_VA total budget 2014.docx](#)

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**Special Conditions**

## Special Conditions

1. ACJC grant funds shall be used to provide direct services to victims of crime.
2. ACJC grant funds shall not be used to supplant federal, state, county, or local funds that would otherwise be made available for such purposes.
3. The applicant shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved grant application and agreement.
4. The applicant agrees that it will incorporate the use of volunteers in its program to the extent that such volunteers contribute to the effective and efficient provision of services to crime victims.
5. The applicant agrees to promote coordinated public and private efforts to assist crime victims within the community served.
6. The applicant agrees that ACJC grant funds are not to be expended for any indirect costs that may be incurred in administering the funds.
7. The applicant agrees to expend funds only in the approved budget categories for the amount approved.
8. The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.
9. The applicant agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.
10. The applicant agrees to provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
11. The applicant agrees to remit all unexpended ACJC grant funds to the Commission within 30 days of receipt of a written request from the Commission.
12. The applicant agrees to submit Quarterly Financial Reports to the Commission on the forms provided. Quarterly Financial Reports are due on October 31, 2013, January 31, 2014, April 30, 2014, and August 15, 2014. An Annual Performance Report is required to be submitted to the Commission on the forms provided. It is due August 15, 2014. In the event that reports are not received on or before the required date(s), the Commission may require more frequent reports. Funding will be suspended until such time as the delinquent report(s) are received.
13. The applicant agrees to comply with all applicable requirements of A.R.S. § 41-1463, all applicable state and federal civil rights laws, and Executive Order 1999-4 and 2000-4. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the basis of race, color, religion, national origin, sex, age, or disability against the applicant, the applicant will forward a copy of the findings to the Commission.
14. The applicant will assign to the Commission any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the applicant in exchange for grant funds provided.
15. The applicant agrees to use arbitration in the event of disputes in accordance with the provisions of A.R.S. §12-1501 et. seq.
16. The applicant agrees that it is acting as an independent contractor and agrees to hold the Commission harmless for the actions of the grantee's employees.
17. The applicant agrees to obtain and maintain subrogation agreements from victims as a condition of receipt of assistance exceeding one hundred dollars (\$100) in direct financial aid.
18. The applicant agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules A.A.C. R10-4-201 through R10-4-204.
19. The applicant agrees to submit, upon request, a copy of its financial audit for the most recently completed 12-month period.
20. The applicant assures that it will collect and maintain information on victim services provided by ethnicity, sex, age, and disability.
21. The applicant assures that it will comply with all applicable state and federal drug-free workplace requirements.
22. The applicant assures that it will comply with all state and federal laws regarding privacy during the course of the program. All information relating to clients should be treated with confidentiality. Information shall be disclosed to the Commission, when requested, in compliance with the Crime Victim Assistance Program Rules, state and federal laws, and the grant agreement.

On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

| <u>Finding Number</u> | <u>Short Description</u>                     | <u>Dept</u>                       |
|-----------------------|--|-----------------------------------|
| 2011-01               | Fin Statements & Controls                    | Finance                           |
| 2011-02               | AP / AR Subsidiary ledgers recon to GL       | Finance/CM Srv,Health,SO,CA,PW    |
| 2011-03               | Dept Bank Accounts                           | Courts,Comm Srv, Sheriff          |
| 2011-04               | Supplies                                     | Public Works                      |
| 2011-05               | Segregation of duties                        | Schools                           |
| 2011-06               | Payroll                                      | Schools / Community Development   |
| 2011-07               | Internal controls disbursements              | Schools                           |
| 2011-08               | Receipt of Goods                             | Schools                           |
| 2011-09               | Credit cards usage                           | Finance / IT                      |
| 2011-10               | Journal Entry - Approvals                    | Schools                           |
| 2011-11               | Lack of County Policies for journal entries  | Finance                           |
| 2011-12               | Policies for payroll / AP                    | Schools                           |
| 2011-13               | Disaster recovery plan                       | IT                                |
| 2011-14               | Internal control Revenues                    | Finance/CA,PW,CM Srv, Health, SO, |
| 2011-15               | Internal control Capital Assets              | Finance/PW                        |
| 2011-16               | Lack of grant documentation                  | Public Works                      |
| 2011-17               | Timely Grant reporting                       | Child support, Sheriff,           |
| 2011-18               | Timely Grant cash mgmt reports               | Sheriff, PW, Weatherization       |
| 2011-19               | Grant reimb not recon to expend              | WIA                               |
| 2011-20               | Incorrect indirect rates                     | Child support                     |
| 2011-21               | Comingle funds                               | Child Support                     |
| 2011-22               | Approval of Timesheets                       | Finance / Comm Srv                |
| Prior YR              |  |                                   |
| 2010-18               | Fin/Perf reports not approved prior to subm. | Child support (ties to 2011-17)   |
| 2010-20               | Cash mgmt reports and approval               | Sheriff (ties to 2011-18)         |
| 2010-21               | Grant reimb not recon to expnd and accur rpt | WIA (ties to 2011-19)             |
| 2010-23               | Incorrect indirect rate                      | Child support (ties to 2011-20)   |
| 2010-24               | Comingled funds                              | Child support (ties to 2011-21)   |
| 2008-20               | Expend reports not submitted timely          | Emergency Response                |

General comments not included in audit report

|                           |                          |
|---------------------------|--------------------------|
| Outstanding checks        | Finance                  |
| BOS written meeting notes | Clerk of Board           |
| HURF finding              | Public Works             |
| Establish audit committee | Finance / Administration |

Gila County  
Recap and Correction of Audit Findings

Status

|                                  |
|----------------------------------|
|                                  |
|                                  |
|                                  |
|                                  |
| Corrected                        |
| Corrected                        |
| Corrected                        |
|                                  |
|                                  |
| Corrected                        |
|                                  |
| Corrected                        |
|                                  |
|                                  |
|                                  |
| Tonto Creek Bridge, & Young Road |
|                                  |
|                                  |
|                                  |
| Corrected                        |
|                                  |
| Corrected                        |
|                                  |
|                                  |
|                                  |
| Corrected                        |
| Corrected                        |
|                                  |

Corrected

Corrected

Purchased TV's

### Recommendation

|   |                |
|---|----------------|
| Expand controls and monthly review of key account activities,                 | Must do        |
| Finance to prepare and post all revenue billings and receipts                 | Must do        |
| Include values in GL and review dept usage of these accounts                  | Must do        |
| Physical inventory and record keeping of PW parts and other supplies          | not now        |
| Approval of PO and payment requests. Instituted changes mid year              | ok just review |
| Approval of Payroll authorizations and timesheets. Instituted changes mid yr  | ok just review |
| Approval of disbursements. Instituted changes mid yr.                         | ok just review |
| Approval of Receipt of Goods. Instituted changes mid yr                       | Yes            |
| Improve controls on credit cards. Receipts for advances, missing approvals    | Must do        |
| Developed new procedures to ensure segration of duties                        | ok just review |
| Develop written and published county wide policies                            | Must do        |
| Develop written and published policies for payroll and AP                     | ok just review |
| Develop written and published policies and procedures for Disaster Recovery   | Yes            |
| Develop adequate controls to ensure all revenue is properly accured           | Must do        |
| Develop policy and procedures to ensure recording of capital activities       | Must do        |
| Depts maintain historical and current contract information, Davis Bacon wages | yes            |
| Deparments must maintain reporting requirements and schedule to submit        | Must do        |
| Depts must maintain reporting requirements and reporting schedule, approvals  | Must do        |
| Department must reconciliation project / GL expenditures and tie to billings  | Must do        |
| Improve communications to ensure updates are incorporated                     | ok just review |
| Develop procedures to ensure financial review of all activities               | Must do        |
| Develop procedures to ensure review and approval of documents                 | ok just review |

|  |                |
|--|----------------|
| Deparments must maintain reporting requirements and schedule to submit       | Must do        |
| Deparments must maintain reporting requirements and schedule to submit       | Must do        |
| Department must reconciliation project / GL expenditures and tie to billings | Must do        |
| Improve communications to ensure updates are incorporated                    | ok just review |
| Develop procedures to ensure financial review of all activities              | ok just review |
| Deparments must maintain reporting requirements and schedule to submit       | Must do        |

|  |                |
|--|----------------|
| Develop procedure for monthly review of outstanding checks | ok just review |
| Back log eliminated  | ok just review |
| Department must review for allowable expenditures          | yes            |
| Select members   | yes            |



## JOB DESCRIPTION

**Job Title: Victim Witness Advocate**

**Job Code: 1509**

FLSA: Non-Exempt

Effective Date: September 4, 2006

### **NATURE OF WORK:**

Provides support and guidance to victims and witnesses as their cases move through the criminal justice system in Gila County; coordinates Victim Compensation Program activities.

### **DUTIES AND RESPONSIBILITIES:**

- Serves as an advocate to victims and witnesses; assesses and prioritizes needs of victims; maintains regular contact with victims; provides victim case status reports; mediates and resolves victimization problems.
- Communicates with victims, victim representatives, County department heads, officials from other State agencies; behavioral health agencies and hospitals, insurance companies, court administration personnel, and law enforcement agencies regarding victim cases, restitution issues and the Victim Compensation Program.
- Escorts victims/representatives to court proceedings; informs victims/representatives of court proceeding dates and times; explains court proceedings and responds to inquiries from victims/representatives.
- Documents and maintains victim files and information regarding court proceedings.
- Serves as Victim Compensation Program Coordinator; schedules program meeting dates and informs board members; prepares meeting agendas and case history notes; oversees board meetings in accordance with Arizona Criminal Justice Commission guidelines.
- Compiles Victim Compensation Program applications; interacts with providers to complete applications; prepares demands for payment; mails out disbursements and rejection letters.
- Provides information and responds to inquiries from the public in relation to the Victim Compensation Program.
- Prepares victim grant reports in compliance with reporting requirements; maintains statistical grant information; compiles and coordinates quarterly and yearly reports for the Victim Compensation Grant, Victim Assistant Grant, and Victim Rights Grant.
- Coordinates with attorneys to ensure victims are prepared and available for trial.
- Schedules and coordinates interviews and conference calls with victims, prosecutors and investigators; maintains log of phone calls from victims/representatives.
- Tracks hearings and court dates; escorts victims/representatives to hearings; arranges travel reservations for victims/representatives to attend trials and/or meetings with prosecutors.
- Conducts case research and collects data in relation to victim notification and restitution issues.

### **WORKING ENVIRONMENT:**

Work is performed in an office environment where the physical demands require sitting for extended periods of time; frequent use of computers and standard office equipment; requires working with the public; may work under stress of deadlines; may require travel to other County locations and to transport witness.

### **EMPLOYMENT STANDARDS:**

Associate's Degree in Criminal Justice Administration or a related field; five (5) years criminal justice/victims rights experience; or equivalent combination of education, training and experience.

A valid Arizona Driver's License.

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This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.



## J O B   D E S C R I P T I O N

**Job Title: Victim Witness Advocate**

**Job Code: 1509**

FLSA: Non-Exempt

Effective Date: September 4, 2006

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This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

**KNOWLEDGE, SKILLS & ABILITIES REQUIRED:**

**Knowledge of:** Criminal justice principles and procedures; court proceeding activities; victim rights practices and standards; victim compensation programs; grants available for victims rights and victim compensation; grant reporting compliance requirements; methods for conducting case research and data collection.

**Ability to:** Communicate effectively with individuals who have been victimized; provide support and assistance to victims and their representatives; liaise with relevant parties in relation to victim cases and restitution; coordinate and provide information regarding victim compensation programs; prepare grant related reports in compliance with reporting requirements; maintain accurate records, files and documentation; coordinate hearings and court dates.

**Skills in:** Serving as a victim/witness advocate and coordinating victim compensation programs.

## GILA COUNTY VICTIM SERVICES EVALUATION SURVEY

Gila County is committed to providing excellent services to victims of crime. Because you were recently the victim of a crime, we would like to know how your experience was with Victim Services. Please take a few minutes to rate the following statements by marking the space that most closely matches your feelings. Your responses will help us serve you and other crime victims more effectively in the future.

1. What was the crime committed against you? \_\_\_\_\_
2. Were you contacted at least once by Victim Services after the initial contact (either by phone, in person or by mail)?  YES  NO
3. Did you receive an explanation of your rights regarding the criminal justice system (either by phone, in person or by mail)?  YES  NO
4. Did you receive notification of court proceedings throughout the court process (either by phone, in person or by mail)?  YES  NO
5. Did you *request* restitution or victim compensation assistance?  YES  NO
6. Did you *receive* restitution or victim compensation assistance?  YES  NO

|   | Strongly Agree        | Agree                 | No Opinion            | Disagree              | Strongly Disagree     |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 7. I have an increased knowledge of services available.   | <input type="radio"/> |
| 8. I have the information needed to make informed decisions about contacting other support services.                        | <input type="radio"/> |
| 9. The assistance provided by Victim Services has increased my ability to cope.   | <input type="radio"/> |
| 10. I have an increased knowledge of techniques used to cope with trauma and victimization.                                 | <input type="radio"/> |
| 11. The information and assistance provided had a positive impact on my participation in the criminal justice system.       | <input type="radio"/> |
| 12. The assistance provided by Victim Services helped reduce my anxiety about participating in the criminal justice system. | <input type="radio"/> |
| 13. I am satisfied with my level of participation in the criminal justice system.   | <input type="radio"/> |
| 14. I have increased knowledge of the victim compensation program, restitution, and/or other financial assistance services. | <input type="radio"/> |
| 15. I am better able to assess my safety needs.   | <input type="radio"/> |
| 16. The assistance provided by Victim Services was helpful.   | <input type="radio"/> |
| 17. Overall I am satisfied with the assistance I received from Victim Services.   | <input type="radio"/> |
| 18. I would recommend Victim Services to other crime victims.   | <input type="radio"/> |

Please feel free to add additional comments here:

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Name (Optional) \_\_\_\_\_

**ARF-1697**

**Consent Agenda Item 3- B**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

**Submitted For:** Linda Eastlick, **Submitted By:** Liz Mata, Administrative Clerk,  
Elections Director Elections Department

**Department:** Elections Department

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Information

Request/Subject

Pine-Strawberry Water Improvement District Governing Board resignation and appointment.

Background Information

ARS 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

Pine-Strawberry Water Improvement District board member Michael Greer tendered his resignation notice effective December 10, 2012. The Pine-Strawberry Water Improvement District Governing Board appointed Ray Pugel to replace Michael Greer.

Conclusion

Mr. Pugel has agreed to complete Mr. Greer's term of office, which expires December 31, 2014.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Michael Greer and the appointment of Ray Pugel as a new Governing Board member for the Pine-Strawberry Water Improvement District.

Suggested Motion

Acknowledgment of the resignation of Mr. Michael Greer from the Pine-Strawberry Water Improvement District Governing Board and the appointment of Ray Pugel to complete Mr. Greer's term which expires December 31, 2014.

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Attachments

I:\Pine Strawberry WID Mtg Minutes-Resig-Oath.pdf

I:\ARS 48-803.pdf

Richard shared data from a recent review of the "MRWRMS" study (Mogollon Rim Water Resource Management Study, 2008). This study was designed to identify and utilize alternatives to water resources to help Pine and Strawberry meet future water needs.

Since the time of publication several potential "alternatives" including trading for CAP water, partnering with SRP for Fossil Creek water, delivery of Blue Ridge water, slant drilling into the Mogollon Rim, and collection of annual rain water have all been determined not feasible solutions to additional water needs. The study recommended that drilling several deep water wells could be another solution that should be evaluated. Richard pointed out that the District has been able to purchase and drill deep wells over the last 5 years with a total of 4 deep wells scheduled to be on line by the end of this summer. In addition the cost of the 4 deep wells will be significantly less than cost estimates in the study.

We are well on the way to securing enough water to satisfy current and short term future water needs for Pine and Strawberry. However, drilling deep wells in northern Gila County has issues. Admittedly management of turbidity associated with drilling deep into the soft limestone in the area is one. Richard asked for patience and community support to allow CH2MHill experts time to address the turbidity issues providing a lasting solution to the community's water needs.

Tom Weeks reported that he noticed fire hydrants along Pine Creek Canyon Road that were not up to grade and questioned if the project was completed. Brad confirmed there was still work to be finished.

## **8) NEW BUSINESS**

- a. Discuss and take possible action related to appointing a new Board Member to fill the vacant seat on the PSWID Board.

Four candidates submitted resumes to the Board Secretary for consideration. Each was allowed time to address the Board members prior to a written vote by the Board to select a candidate for appointment.

Ray Stephens presented to the Board. He also described his experience with turbidity in his water and demonstrated the results of a filtration system he installed for his home and business.

Russ Brock presented next.

Ray Pugel presented next.

Ron Frese was the fourth candidate to present.

After paper ballot the Board selected Ray Pugel to fill the vacant Board seat. Ray Pugel came forward, signed his oath of office, and took his seat at the table.

- b. Discuss and take possible action related to election of officers for 2013.

Gary Lovetro opened nominations for Chairman, and nominated Ray Pugel. There were no additional nominations. Gary asked for a second to close Chairman nominations. Mike Claxton seconded motion to close nominations for Chairman. Ray Pugel was elected as Board Chairman for 2013.

Ray Pugel asked that Gary Lovetro chair the remainder of the meeting. Gary agreed.

Ron Calderon nominated Gary Lovetro for Vice Chair. There were no additional nominations. Gary moved to close nominations for Vice Chair. Mike Claxton seconded.

Gary Lovetro was elected as Vice Chairman for 2013.

Gary Lovetro nominated Ron Calderon for Treasurer. Tom Weeks nominated Sam Schwalm for Treasurer. Gary closed nominations for Treasurer. Mike Claxton seconded close of nominations.

Vote 5 for Ron Calderon 2 for Sam Schwalm

Ron Calderon was elected Treasurer for 2013.

Mike Claxton nominated Richard Dickinson for Secretary. Gary moved to close nominations for Secretary. Tom Weeks seconded.

Richard Dickinson was elected Secretary for 2013.

- c. Discuss and take possible action related to specific requested topics by Mr. Schwalm that were not included on this meeting's agenda.

Sam expressed his thoughts related to items selected for meeting agendas, ways to build public trust, and transparency associated with Board actions. He did not agree with established procedure as described in the District Rules and Regulations that the Board Chairman and Board Secretary develop meeting agendas with input from Board Members. He indicated that Board Members should be able to schedule any agenda item for Board discussion and vote they desired. He also suggested further investigation into Mike Greer's use of the CH2MHill company credit card issue. He suggested further investigation would help build public trust and promote transparency.

Gary responded explaining that the reason he decided not to add further discussion related to the credit card issue as an agenda item was that the District had concluded an internal audit of the issue, the District Auditor had researched the issue, and there was currently an audit under way by the Arizona State Auditor General concerning the issue. Gary stated that he had explained to Sam that further investigation at this time might lead to confusion and wasn't necessary.

Further Board member discussion related to reasons to minimize use of committees by the Board. Procedures of committees are governed by Arizona Open Meeting Law, and therefore development of committees opens another level of potential liability for the Board related to OML. In addition action of committees has in the past led to confusion and was less efficient when compared to internal policy.

Motion – to put all items requested by Sam on the meeting agenda for March – Gary

Second – Ron Calderon

Vote – 2 yes - 4 against. (Ray Pugel abstained) Motion failed.

(15 minute Break)

Meeting called back to order by Gary Lovetro at 7:30PM.

## **9) OLD BUSINESS**

- a. Discuss and take possible action related to public access to the District Rules and Regulations.

Sam introduced his motion.

Motion – PSWID post current version of PSWID Rules and Regulations on the website, and provide upon request a paper copy to any customer that requests one – Sam Schwalm

December 10, 2012

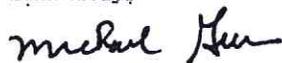
To: Pine Strawberry Water Improvement District

Attn: Gary Lovetro

I Michael Greer hear by resign from Pine Strawberry Water Improvement District Board.

If you have any questions you can reach me @ 480 233-1066

Sincerely,

A handwritten signature in cursive script that reads "Michael Greer".

Michael Greer



# OATH OF OFFICE

## Pine Strawberry Water Improvement District

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH; CLASSIFICATION; DEFINITION

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)
- F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

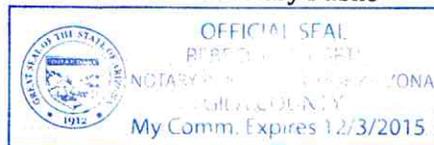
State of Arizona, County of Maricopa GILA

I, Ray Pugel do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of PSWID according to the best of my ability, so help me God (or so do I affirm).

[Signature]  
 Signature

Subscribed and sworn (or affirmed) to before me on this 17 day of Jan, 2013  
 (SEAL)

[Signature]  
 Notary Public



48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members selected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

**ARF-1705**

**Consent Agenda Item 3- C**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

**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

Punkin Center Store's Application for a Permanent Extension of Patio/Premises Permit

Background Information

A.R.S. §4-207.01 (B) states, “No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee’s license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer’s vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section.”

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (Department). The local governing body usually has established internal procedures for review and approval of the application. The Department has final approval of all recommendations submitted by the local governing body.

Fred Bridges submitted an application to permanently extend the premises/patio of the Punkin Center Store for the area that is permitted by the Department to serve liquor.

Evaluation

The application has been reviewed by the Chief Deputy Clerk of the Board, and Joe Mendoza, Chief Building Official of the Community Development Division.

### Conclusion

This application meets all of the Building Code requirements and it has been filled out correctly; therefore, it is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the Department for a final decision.

### Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the Department.

### Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Fred Bridges to permanently extend the area where liquor is permitted to be served at the Punkin Center Store in Tonto Basin.

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### Attachments

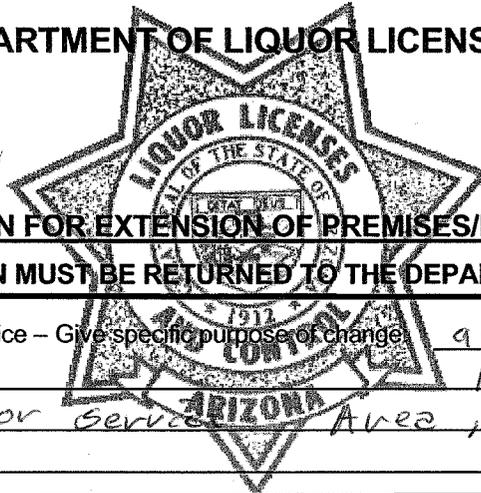
Punkin Center Store Ext. of Premises Application

Punkin Center Store Ext of Premises Approval Memo

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5<sup>TH</sup> Floor  
Phoenix AZ 85007-2934  
(602) 542-5141

400 W Congress #521  
Tucson AZ 85701-1352  
(520) 628-6595



## APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

**THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR**

Permanent change of area of service – Give specific purpose of change: allow Liquor Service IN Rear yard To Existing liquor service Area, please see plot plan

Temporary change for date(s) of: \_\_\_\_\_

1. Licensee's Name: Bridges Fred Allen  
Last First Middle
2. Mailing Address: 5216 E Voltaine Ave Scotts Az 85254  
City State Zip
3. Business Name: Punkin Center Store LICENSE #: 06040021
4. Business Address: Hiway 188 (loop) + Greenback Valley Rd Gila Az 85553  
City COUNTY State Zip
5. Business Phone: (928) 479 2627 Residence Phone: (602) 769-1611 (Fred's cell)
6. Do you understand Arizona Liquor Laws and Regulations?  YES  NO FAX # (602) 953-3445
7. Have you received approved Liquor Law Training?  NO  YES When? april 2012
8. What security precautions will be taken to prevent liquor violations in the extended area? Gates + Fences To enclose, with security people on busier occasions
9. Does this extension bring your premises within 300 feet of a church or school?  YES  NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

\*\*\*\*After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

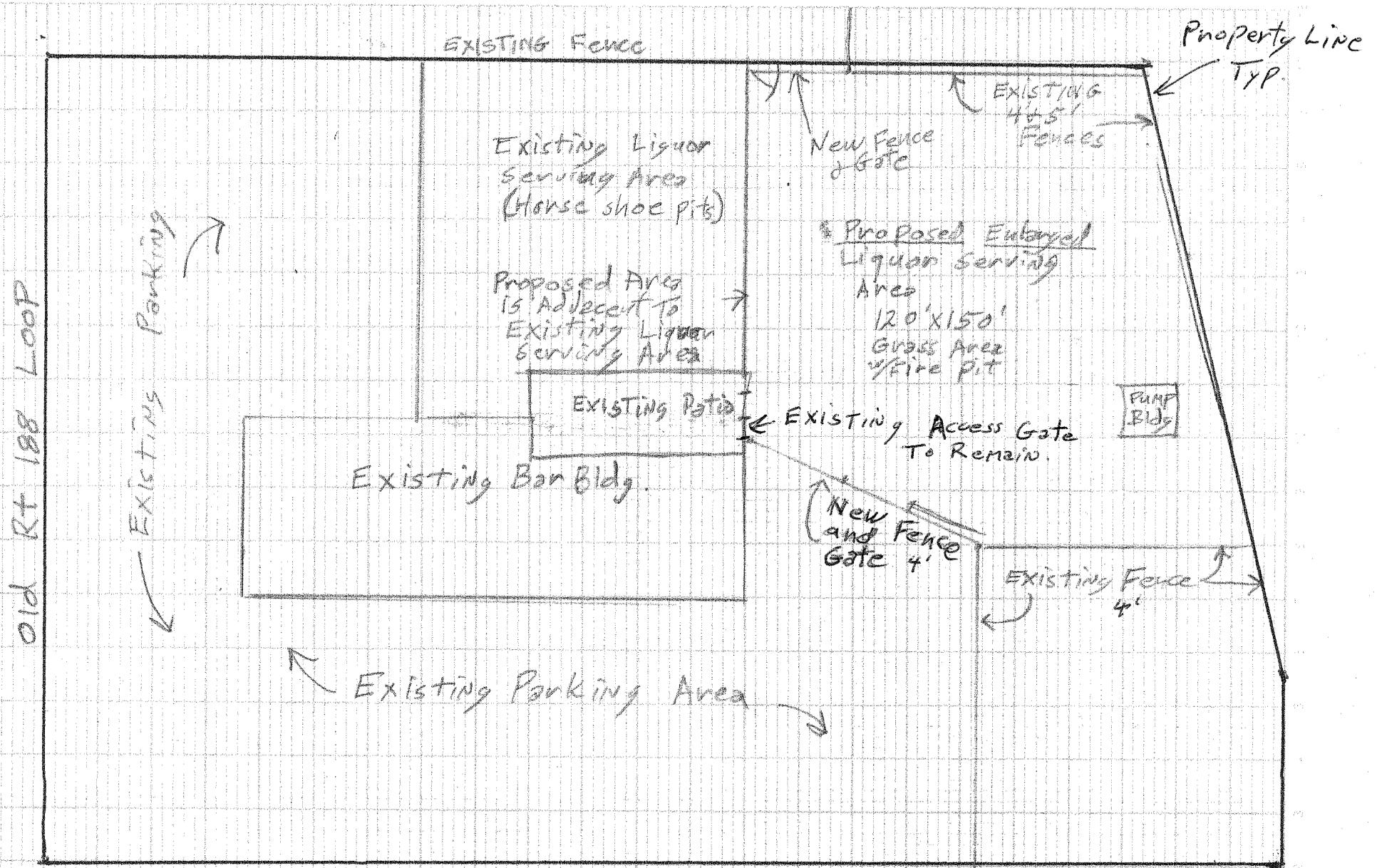
\_\_\_\_\_  
(Authorized Signature) (Title) (Agency) (Date)

I, Fred Allen Bridges, being first duly sworn upon oath, hereby depose, swear and declare, (Print full name)  
under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

State of Arizona County of Maricopa  
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date  
X [Signature] 25th January 2013  
(Signature of Owner or Agent) Day Month Year  
**LORI MORALES**  
NOTARY PUBLIC - ARIZONA  
MARICOPA COUNTY  
My Commission Expires January 14, 2014  
[Signature]  
(Signature of NOTARY PUBLIC)

Investigation Recommendation  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature required for Disapprovals \_\_\_\_\_ Date: \_\_\_\_\_



SITE PLAN  
 OF PARKIN CENTER BAR

Disposit

Jan 31 - 2013

Reason for request: To make available an open area where guests can enjoy open space & fresh air. It will allow us to accommodate wedding receptions as well as musical events. The existing patio has horse pits that make it unsafe for milling around (uneven terrain and steel stakes). The proposed yard area would NOT be open daily, but be available to private and public activities. The existing gate to the patio will be the only access when proposed yard area is open. Thank you. Please call if I can answer any questions.

Fred A Bridges, owner



602-769-1611

disposal



**INTEROFFICE MEMORANDUM**

**DATE:** February 4, 2013  
**TO:** Joe Mendoza, Community Development Division  
**FROM:** Marian Sheppard, Clerk of the Board of Supervisors Department *MS*  
**SUBJECT:** APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

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Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Fred Bridges to permanently extend the liquor license service area at the Punkin Center Store located at Highway 188 (Loop) and Greenback Valley Road in Punkin Center.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

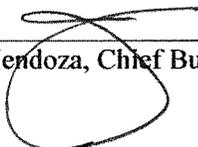
I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

\*\*\*\*\*  
THIS ESTABLISHMENT DOES / DOES NOT (circle one) MEET THE <sup>BUILDING CODE</sup> ZONING REQUIREMENTS FOR A PERMANENT EXTENSION OF PREMISES/PATIO PERMIT.

Community Development Division:

Date:

  
Joe Mendoza, Chief Building Official

2/15/13

**ARF-1700**

**Consent Agenda Item 3- D**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

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

**Department:** Public Works Division

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Information

Request/Subject

Phoenix Metro Bicycle Club Gila County Courthouse Parking Lot Use Request, March 9, 2013

Background Information

In past years, Gila County has allowed the Courthouse parking area to be used for a rest stop for bicycle riders. Prior to the use of the parking lot, the Bicycle Club has always met all Gila County requirements by filling out and submitting the required paperwork. To date, no incidents or issues have occurred on County property. The Bicycle Club also orders a Port-a-John from local vendors to be used for the rest stop.

Evaluation

This is a public event with local participation and by allowing the Courthouse parking lot to be used for a rest stop, it shows goodwill and support of this community event. The Bicycle Club has met Gila County's requirements with regard to filling out and submitting the required paperwork for this upcoming event.

Conclusion

Copies of the Request of Use Letter, Building Use Application Form, Waiver of Liability for Use of Facilities, and Certificate of Insurance have been submitted and are attached to this agenda item.

Recommendation

Public Works recommends that the Board of Supervisors give permission for the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop on March 9, 2012.

Suggested Motion

Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 9, 2013.

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Attachments

Request of Use Letter 2013

Building Use Application Form Signed 2-15-13

Waiver of Liability for Use of Facilities Signed 2-15-13

Certificate of Insurance 2-13-13

## To Whom It May Concern:

The Phoenix Metro Bicycle Club is hosting in conjunction with the town of Superior and the Apache Leap Festival a bicycle ride (The Mining Country Challenge) that will pass through your area on Saturday, March 9, 2013. The Phoenix Metro Bicycle club is seeking permission to use the parking lot of the county court house as a rest stop for the cyclist doing the ride.

This is a ride and not a race. The Phoenix Metro Bicycle Club will provide to the proper persons proof of insurance that will accept any liability associated with the Mining Country Challenge bicycle ride.

Thanks,

Charlie Davis

Charlie Davis @ COX.net  
480-998-9465

**GILA COUNTY  
BUILDING USE APPLICATION FORM**

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E. Ash, Globe, Arizona 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. Facilities Management **MUST** be notified 24 hours in advance to unlock doors automatically. Lines 1 through 9 with signature must be filled out before application is considered complete.

1. **\*\*Name of Organization:** Phoenix Metro Bicycle Club  
**\*\*Address:** P.O. Box 26788 City, Zip Tempe, 85285  
**\*\*Phone Number:** 480-998-9465
2. **\*\*Name of Responsible Person:** Charles W. DAVIS
3. **\*\*Building Requested:** County Courthouse
4. **\*\*Room or Area requested:** Parking lot
5. **\*\*Date(s) wanted to use the above room or area:** March 9, 2012
6. **\*\*Do You Need Doors Unlocked?**  Which Doors (give door #) \_\_\_\_\_
7. **\*\*Beginning Time:** 0800 Ending Time: 1200
8. **\*\*Number of People Attending:** 120
9. **\*\*Type of Function (commercial, political, fundraiser, etc.):** Bicycle RIDE
10. **Table and Chairs Needed in Addition to what is provided:** \_\_\_\_\_
11. **Fees:**

|                   |           |       |
|-------------------|-----------|-------|
| Rent:             | \$        | _____ |
| Equipment:        | \$        | _____ |
| Cleaning Deposit: | \$        | _____ |
| Other:            | \$        | _____ |
| <b>TOTAL:</b>     | <b>\$</b> | _____ |

Cleaning Deposit to be refunded to: \_\_\_\_\_

12. **Proof of Insurance – Certificate of Liability Insurance**  Yes  No

Additional Information: \_\_\_\_\_

Applicant Certifies that the above information is correct.

Charles W. Davis  
Signature of Applicant

'Date'  
2/13/13

Permit, if required, will be issued pending approval.

# GILA COUNTY

## USE OF FACILITIES

### *WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT*

**Waiver:** In consideration of permission to use the facilities, staff, equipment, and services of Gila County. I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Gila County and any and all of its trustees, directors, officers, employees, and agents from any and all claims including the negligence of the Phoenix Metro Bicycle Club, resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Courthouse Complex parking area on March 10, 2012.

**Assumption of Risk:** This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Gila County Courthouse Complex parking area. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I further agree to indemnify and hold Gila County harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's Courthouse Complex parking area, and to reimburse them for any such expenses incurred.

**Severability and Choice of Law:** The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

**Acknowledgment and Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability.

Charles W. Davis 2/13/13  
Signature of User Date

Charles W. Davis  
Print Name

|  |                                 |  |
|--|---------------------------------|--|
| <b>AXIS 8000(08/10)</b>  | <b>CERTIFICATE OF INSURANCE</b> | <b>02/13/2013</b>  |
| <b>PRODUCER</b><br>American Specialty Insurance & Risk Services, Inc.<br>142 North Main Street<br>Roanoke, Indiana 46783   |                                 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. |
| <b>INSURED</b><br>League of American Wheelmen dba League of American Bicyclists<br>1612 K Street NW, Suite 510<br>Washington, DC 20006<br><br>PHOENIX METRO BICYCLE CLUB<br>PO BOX 26788<br>TEMPE, AZ 85285-6788 |                                 | <b>INSURERS AFFORDING COVERAGE</b><br>INS. A: AXIS Insurance Company<br>INS. B:<br>INS. C:   |
|  |                                 | CERT NUMBER: 1001089561  |

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INS LTR | POLICY TYPE | POLICY NUMBER   | POLICY EFFECTIVE         | POLICY EXPIRATION        | LIMITS  |           |
|---------|-------------|-----------------|--------------------------|--------------------------|---|-----------|
|         |             |                 |                          |                          |   |           |
| A       | GL          | AXGL04102049-13 | 02/01/2013<br>12:01 a.m. | 02/01/2014<br>12:01 a.m. | General Aggregate - Per Club                        | 3,000,000 |
|         |             |                 |                          |                          | Products-Completed Operations Aggregate             | 3,000,000 |
|         |             |                 |                          |                          | Personal and Advertising Injury                     | 1,000,000 |
|         |             |                 |                          |                          | Each Occurrence                                     | 1,000,000 |
|         |             |                 |                          |                          | Damage to Premises Rented to You (Any One Premises) | 1,000,000 |
|         |             |                 |                          |                          | Medical Expense Limit (Any One Person)              | Excluded  |
|         |             |                 |                          |                          |   |           |
|         |             |                 |                          |                          |   |           |
|         |             |                 |                          |                          |   |           |
|         |             |                 |                          |                          |   |           |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured-Certificateholders, but only with respect to MINING COUNTRY CHALLENGE on March 09, 2013.

**CERTIFICATE HOLDER**

GILA COUNTY ATTN. JOHN NELSON COUNTY MANAGER  
 400 E. ASH STREET  
 GLOBE, AZ 85501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

*Anthony L. Smith*

**ARF-1695**

**3- E**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

**Reporting Period:** Clerk of the Superior Court's Monthly Report for January 2013

**Submitted For:** Anita Escobedo

**Submitted By:** Vicki Aguilar,  
Chief Deputy  
Clerk of the  
Superior  
Court, Clerk of  
the Superior  
Court

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**Information**

**Subject**

Clerk of the Superior Court's Monthly Report for January 2013

**Suggested Motion**

Approval of the January 2013 monthly activity report submitted by the Clerk of the Superior Court.

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**Attachments**

Clerk of Court Report for January 2013

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

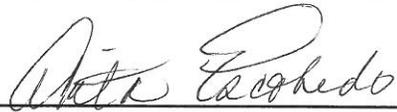
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**CLERK'S REPORT  
FOR  
JANUARY 2013**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in cursive script, appearing to read "Anita Escobedo", is written above a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**Of Gila County, Arizona**



# Summary Allocation by Agency Report

Report generated on : 2/6/2013 1:47:08 PM

Criteria : From Date : 1/1/2013 To Date : 1/31/2013

| Agency Code                                  | Agency Name                    | GL Account Num | GL Account Name                    | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount   | 5% Set Aside |
|--|--------------------------------|----------------|------------------------------------|----------------|-------------------|-----------------|------------------------|--------------|--------------|
| Agency Name :                                |                                |                |                                    |                |                   |                 |                        |              |              |
|  |                                | 5555           | HOLD ACCOUNT                       | \$2995.72      |                   | (\$4293.72)     |                        | (\$1298.00)* | \$0.00       |
| Agency Name : BOND POSTED - THIS COURT       |                                |                |                                    |                |                   |                 |                        |              |              |
| ZBND   | BOND POSTED - THIS COURT       | ZBND           | BOND POSTED - THIS COURT           | \$68385.00     |                   |                 | (\$10350.00)           | \$58035.00   | \$0.00       |
| Agency Name : D.A.R.E. PROGRAM               |                                |                |                                    |                |                   |                 |                        |              |              |
| ZDARE  | D.A.R.E. PROGRAM               | ZDARE          | D.A.R.E. PROGRAM                   | \$50.00        |                   |                 |                        | \$50.00      | \$0.00       |
| Agency Name : ELECTED OFFICIALS RETIRE. FUND |                                |                |                                    |                |                   |                 |                        |              |              |
| ZEORF  | ELECTED OFFICIALS RETIRE. FUND | ZEORF          | ELECTED OFFICIALS RETIRE. FUND     | \$2339.42      |                   |                 |                        | \$2339.42    | \$116.97     |
| Agency Name : GILA COUNTY TREASURER          |                                |                |                                    |                |                   |                 |                        |              |              |
| ZCNTY  | GILA COUNTY TREASURER          | ZOS2           | 2011 ADDTNL ASSMNT -CNTY TRSR      | \$6.38         |                   | \$3.00          |                        | \$9.38       | \$0.47       |
|  |                                | ZOS1           | 2011 ADDTNL ASSMNT -STATE TRSR     | \$51.08        |                   | \$24.00         |                        | \$75.08      | \$3.75       |
|  |                                | ZIAAF          | ADMINISTRATIVE INDIGENT ASSESSMENT | \$125.00       |                   | \$50.00         |                        | \$175.00     | \$0.00       |
|  |                                | ZADR           | ALTER. DISPUTE RESOLUTION FUND     | \$53.44        |                   |                 |                        | \$53.44      | \$2.67       |
|  |                                | ZATT           | ATTORNEY FEE REIMBURSEMENT         | \$1060.00      |                   |                 |                        | \$1060.00    | \$0.00       |
|  |                                | ZALTF          | AZ LENGHTY TRIAL FUND              | \$420.00       |                   |                 |                        | \$420.00     | \$21.00      |

*DEFERRED Prosecution*

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
 1400 E. Ash St.  
 Globe, AZ 85501



# Summary Allocation by Agency Report

Report generated on : 2/6/2013 1:47:08 PM

Criteria : From Date : 1/1/2013 To Date : 1/31/2013

| Agency Code                                  | Agency Name                    | GL Account Num | GL Account Name                    | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount   | 5% Set Aside |
|--|--------------------------------|----------------|------------------------------------|----------------|-------------------|-----------------|------------------------|--------------|--------------|
| Agency Name :                                |                                |                |                                    |                |                   |                 |                        |              |              |
|  |                                | 5555           | HOLD ACCOUNT                       | \$2995.72      |                   | (\$4293.72)     |                        | (\$1298.00)* | \$0.00       |
| Agency Name : BOND POSTED - THIS COURT       |                                |                |                                    |                |                   |                 |                        |              |              |
| ZBND   | BOND POSTED - THIS COURT       | ZBND           | BOND POSTED - THIS COURT           | \$68385.00     |                   |                 | (\$10350.00)           | \$58035.00   | \$0.00       |
| Agency Name : D.A.R.E. PROGRAM               |                                |                |                                    |                |                   |                 |                        |              |              |
| ZDARE  | D.A.R.E. PROGRAM               | ZDARE          | D.A.R.E. PROGRAM                   | \$50.00        |                   |                 |                        | \$50.00      | \$0.00       |
| Agency Name : ELECTED OFFICIALS RETIRE. FUND |                                |                |                                    |                |                   |                 |                        |              |              |
| ZEORF  | ELECTED OFFICIALS RETIRE. FUND | ZEORF          | ELECTED OFFICIALS RETIRE. FUND     | \$2339.42      |                   |                 |                        | \$2339.42    | \$116.97     |
| Agency Name : GILA COUNTY TREASURER          |                                |                |                                    |                |                   |                 |                        |              |              |
| ZCNTY  | GILA COUNTY TREASURER          | ZOS2           | 2011 ADDTNL ASSMNT -CNTY TRSR      | \$6.38         |                   | \$3.00          |                        | \$9.38       | \$0.47       |
|  |                                | ZOS1           | 2011 ADDTNL ASSMNT -STATE TRSR     | \$51.08        |                   | \$24.00         |                        | \$75.08      | \$3.75       |
|  |                                | ZIAAF          | ADMINISTRATIVE INDIGENT ASSESSMENT | \$125.00       |                   | \$50.00         |                        | \$175.00     | \$0.00       |
|  |                                | ZADR           | ALTER. DISPUTE RESOLUTION FUND     | \$53.44        |                   |                 |                        | \$53.44      | \$2.67       |
|  |                                | ZATT           | ATTORNEY FEE REIMBURSEMENT         | \$1060.00      |                   |                 |                        | \$1060.00    | \$0.00       |
|  |                                | ZALTF          | AZ LENGHTY TRIAL FUND              | \$420.00       |                   |                 |                        | \$420.00     | \$21.00      |

*DEFERRED Prosecution*

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
 1400 E. Ash St.  
 Globe, AZ 85501



# Summary Allocation by Agency Report

| Agency Code | Agency Name           | GL Account Num | GL Account Name                | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY       | GILA COUNTY TREASURER | ZFEE           | BASE FEES (GENERAL FUND)       | \$4831.71      |                   |                 |                        | \$4831.71  | \$241.59     |
|             |                       | ZFINE          | BASE FINES                     | \$5095.84      |                   | \$547.96        |                        | \$5643.80  | \$282.19     |
|             |                       | ZFORF          | BOND FORFEITURES               |                |                   |                 | \$10350.00             | \$10350.00 | \$517.50     |
|             |                       | ZCIEF          | CHILDREN ISSUES EDUC FUND      | \$424.27       |                   |                 |                        | \$424.27   | \$21.21      |
|             |                       | ZCEF           | CLEAN ELECTIONS FUND           | \$331.12       |                   | \$45.01         |                        | \$376.13   | \$0.00       |
|             |                       | ZCIF           | CONFIDENTIAL INTERMEDIARY FUND | \$38.47        |                   |                 |                        | \$38.47    | \$1.92       |
|             |                       | ZJDET          | COUNTY JUV DETENTION           | \$84.28        |                   | \$205.00        |                        | \$289.28   | \$14.46      |
|             |                       | ZCLLF          | COUNTY LAW LIBRARY FUND        | \$2339.31      |                   |                 |                        | \$2339.31  | \$116.97     |
|             |                       | ZCJEF          | CRIMINAL JUSTICE ENHANCE FUND  | \$2350.39      |                   | \$211.52        |                        | \$2561.91  | \$128.10     |
|             |                       | ZDNAS          | DNA STATE SURCHARGE            | \$216.81       |                   | \$29.00         |                        | \$245.81   | \$12.29      |
|             |                       | ZDS            | DOCUMENT STOR. & RETRIEVAL FND | \$1012.42      |                   |                 |                        | \$1012.42  | \$50.62      |
|             |                       | ZDVCA          | DOM. VIOL.-CHLD ABUSE PREV FND | \$294.84       |                   |                 |                        | \$294.84   | \$14.74      |
|             |                       | ZDREF          | DOMESTIC RELATIONS EDUCATION   | \$138.71       |                   |                 |                        | \$138.71   | \$6.94       |
|             |                       | ZDVSF          | DOMESTIC VIOLENCE SHELTER FUND | \$1356.46      |                   | \$50.00         |                        | \$1406.46  | \$70.32      |
|             |                       | ZDECJ          | DRUG & GANG ENFORCEMENT FINES  | \$605.53       |                   |                 |                        | \$605.53   | \$30.28      |

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
 1400 E. Ash St.  
 Globe, AZ 85501



# Summary Allocation by Agency Report

| Agency Code | Agency Name           | GL Account Num | GL Account Name                      | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|--------------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY       | GILA COUNTY TREASURER | ZDGEF          | DRUG & GANG ENFORCEMENT FUND         | \$199.77       |                   |                 |                        | \$199.77   | \$9.99       |
|             |                       | ZDCRT          | DRUG COURT FEE FUND                  | \$330.00       |                   |                 |                        | \$330.00   | \$16.50      |
|             |                       | ZDUIA          | DUI ABATEMENT FUND                   | \$10.00        |                   |                 |                        | \$10.00    | \$0.50       |
|             |                       | ZCSVF          | EXPEDITED CHILD SUPPORT AND          | \$457.72       |                   |                 |                        | \$457.72   | \$22.89      |
|             |                       | ZWITN          | EXPERT WITNESS FUND                  | \$720.00       |                   |                 |                        | \$720.00   | \$0.00       |
|             |                       | ZEXAP          | EXTRA ADULT PROBATION ASMNT          | \$941.76       |                   |                 |                        | \$941.76   | \$47.09      |
|             |                       | ZEXJU          | EXTRA JUV PROBATION ASMNT            | \$434.75       |                   | \$50.00         |                        | \$484.75   | \$24.24      |
|             |                       | ZEXT           | EXTRADITION REIMBURSEMENT            | \$100.00       |                   |                 |                        | \$100.00   | \$0.00       |
|             |                       | ZFTGS          | FILL-THE-GAP SURCHARGE (7%)          | \$231.71       |                   | \$31.50         |                        | \$263.21   | \$13.16      |
|             |                       | ZCC            | GEN JURIS CONCILIATION COURT         | \$919.11       |                   |                 |                        | \$919.11   | \$45.96      |
|             |                       | ZGCAT          | GILA COUNTY ATTORNEY - 60%           | \$3359.01      |                   | \$141.00        |                        | \$3500.01  | \$0.00       |
|             |                       | ZGCLK          | GILA COUNTY CLERK OF THE COURT - 10% | \$559.83       |                   | \$23.50         |                        | \$583.33   | \$0.00       |
|             |                       | ZGCSC          | GILA COUNTY SUPERIOR COURT - 30%     | \$1679.51      |                   | \$70.50         |                        | \$1750.01  | \$0.00       |
|             |                       | ZJF            | JAIL (INCARCERATION) FEES            | \$32.16        |                   |                 |                        | \$32.16    | \$0.00       |

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
 1400 E. Ash St.  
 Globe, AZ 85501  
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



# Summary Allocation by Agency Report

| Agency Code | Agency Name           | GL Account Num | GL Account Name                             | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|---|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY       | GILA COUNTY TREASURER | ZJCLF          | JUDIC. COLLECT.<br>ENHANCE. FUND -<br>LOCAL | \$1148.52      |                   |                 |                        | \$1148.52  | \$57.43      |
|             |                       | ZJCSF          | JUDIC. COLLECT.<br>ENHANCE. FUND -<br>STATE | \$2610.12      |                   |                 |                        | \$2610.12  | \$130.51     |
|             |                       | ZJCL           | JUDICIAL COLLECT<br>ENHANCE FUND -<br>LOCAL | \$84.96        |                   | \$35.00         |                        | \$119.96   | \$0.00       |
|             |                       | ZJCS           | JUDICIAL COLLECT<br>ENHANCE FUND -<br>STATE | \$157.77       |                   | \$65.00         |                        | \$222.77   | \$0.00       |
|             |                       | ZJDO           | JUVENILE DIVERSN<br>FUND OVER \$40          | \$20.00        |                   | \$170.00        |                        | \$190.00   | \$9.50       |
|             |                       | ZJDU           | JUVENILE DIVERSN<br>FUND UNDER \$40         | \$80.00        |                   | \$680.00        |                        | \$760.00   | \$38.00      |
|             |                       | ZJS            | JUVENILE PROBATION<br>SERV FEES             | \$769.62       |                   | \$25.00         |                        | \$794.62   | \$39.73      |
|             |                       | ZMSEF          | MEDICAL SERVICES<br>ENHANCE FUND            | \$632.34       |                   | \$58.51         |                        | \$690.85   | \$34.54      |
|             |                       | ZMISC          | MISCELLANEOUS<br>FEES                       | \$77.26        |                   |                 |                        | \$77.26    | \$3.86       |
|             |                       | ZOS3           | OFFCR SAFETY EQUIP<br>-CITY POLICE          | \$9.54         |                   | \$8.00          |                        | \$17.54    | \$0.88       |
|             |                       | ZOS5           | OFFCR SAFETY EQUIP<br>-DPS                  | \$4.00         |                   |                 |                        | \$4.00     | \$0.20       |
|             |                       | ZOS4           | OFFCR SAFETY EQUIP<br>-SHERIFF              | \$12.00        |                   | \$4.00          |                        | \$16.00    | \$0.80       |
|             |                       | ZPP            | PASSPORT<br>APPLICATION FEES                | \$1925.00      |                   |                 |                        | \$1925.00  | \$96.25      |
|             |                       | ZPCOF          | PRISON<br>CONSTRUCTION AND                  | \$1798.10      |                   |                 |                        | \$1798.10  | \$89.91      |

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
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<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



# Summary Allocation by Agency Report

| Agency Code                        | Agency Name           | GL Account Num | GL Account Name                | Receipt Amount     | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount        | Net Amount         | 5% Set Aside     |
|------------------------------------|-----------------------|----------------|--------------------------------|--------------------|-------------------|-----------------|-------------------------------|--------------------|------------------|
| ZCNTY                              | GILA COUNTY TREASURER | ZPRS6          | PROB SURCH 2006                | \$1.34             |                   |                 |                               | \$1.34             | \$0.07           |
|                                    |                       | ZPBA           | PROBATION FEE ADULT            | \$12173.24         |                   | (\$1097.44)     |                               | \$11075.80         | \$553.79         |
|                                    |                       | ZPUBZ          | PUBLIC DEFENDER FEES           | \$654.00           |                   | (\$150.00)      |                               | \$504.00           | \$0.00           |
|                                    |                       | ZPSEF          | PUBLIC SAFETY EQUIPMENT FUND   | \$712.00           |                   |                 |                               | \$712.00           | \$0.00           |
|                                    |                       | ZSMEN          | SPOUSAL MAINTENANCE FUND       | \$68.95            |                   |                 |                               | \$68.95            | \$3.45           |
|                                    |                       | ZSTAT          | STATE TREASURER - GENERAL FUND | \$1382.40          |                   | \$100.00        |                               | \$1482.40          | \$74.12          |
|                                    |                       | ZVRIF          | VICTIMS RIGHTS IMPLEMENTATION  | \$63.85            |                   | \$100.00        |                               | \$163.85           | \$8.19           |
|                                    |                       | ZPRS9          | ZPRS9                          | \$196.43           |                   | \$65.00         |                               | \$261.43           | \$13.07          |
| Agency Name : OVERPAYMENT FUND     |                       |                |                                |                    |                   |                 |                               |                    |                  |
| ZOVER                              | OVERPAYMENT FUND      | ZOVER          | OVERPAYMENT FUND               | \$78.00            |                   |                 |                               | \$78.00            | \$0.00           |
| Agency Name : OVERPAYMENT REFUNDED |                       |                |                                |                    |                   |                 |                               |                    |                  |
| ZOVR                               | OVERPAYMENT REFUNDED  | ZOVR           | OVERPAYMENT REFUNDED           |                    |                   | \$1380.00       |                               | \$1380.00          | \$69.00          |
| Agency Name : RESTITUTION          |                       |                |                                |                    |                   |                 |                               |                    |                  |
| ZREST                              | RESTITUTION           | ZREST          | RESTITUTION                    | \$20063.41         |                   | \$1368.66       |                               | \$21432.07         | \$0.00           |
| <b>Total:</b>                      |                       |                |                                | <b>\$149304.38</b> |                   | <b>\$0.00</b>   |                               | <b>\$149304.38</b> | <b>\$3057.62</b> |
|                                    |                       |                |                                |                    |                   |                 | *Payments released from hold. | +1,298.00*         |                  |
|                                    |                       |                |                                |                    |                   |                 | LESS SHADED AREAS:            | 150,602.38         |                  |
|                                    |                       |                |                                |                    |                   |                 |                               | - 83,314.49        |                  |
|                                    |                       |                |                                |                    |                   |                 |                               | \$67,287.89        |                  |

Anita Escobedo, Clerk of the Court  
 Gila County Superior Court  
 1400 E. Ash St.  
 Globe, AZ 85501  
<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>

STATE OF ARIZONA     )  
                                  ) ss:  
County of Gila         )

**ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for  
the County of Gila, and that the annexed and foregoing report contains a true and  
correct statement of all fees collected by her in the office of said Clerk during the  
month of JANUARY, 2013.**

  
\_\_\_\_\_  
**ANITA ESCOBEDO**  
Clerk of the Superior Court  
Of Gila County, Arizona

**SUBSCRIBED AND SWORN to before me this 11<sup>TH</sup> day of FEBRUARY, 2013.**

  
\_\_\_\_\_  
**Deputy**

**ARF-1713**

**Consent Agenda Item 3- F**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

**Reporting**

**Period:**

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

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**Information**

**Subject**

February 19, 2013, BOS Meeting Minutes

**Suggested Motion**

Approval of the February 19, 2013, BOS meeting minutes.

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**Attachments**

2-19-13 BOS Meeting Minutes

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: February 19, 2013

**MICHAEL A. PASTOR**

Chairman

**JOHN F. NELSON**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Marian Sheppard  
Chief Deputy Clerk

**JOHN D. MARCANTI**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Deputy Attorney Principal.

**Item 1 - Call to Order - Pledge of Allegiance - Invocation**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Bryan Chambers led the Pledge of Allegiance and Reverend Charles Proudfoot of the Community Presbyterian Church (Payson) delivered the invocation.

**Item 2 - PRESENTATIONS:**

**2A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30 and 35 years in 2012.**

Angelo Cutter, Human Resources Department Deputy Director, announced the names of the recipients of service awards for those employees working in the Globe area, and Berthan DeNero, Human Resources Department Director, simultaneously announced the recipients' names at the Payson County Office. Chairman Pastor and Supervisor Marcanti presented the service awards to those employees in Globe and Vice-Chairman Martin presented them in Payson. The awards given are as follows:

For 5 years of service: Debra Aguirre, Misty Allinson, Jamilyn Anderson, Leana Asberry, Malinda Benedetto, Shannon Boyer, Roland Boyer, Dawn Caldera, Robert Campbell, Kathy Coker, Robert Corn, Jefferson Dalton, Terry Dalton, Jacob Delecki, Berthan DeNero, Wayne Dorsett, Lisa Dzera, Linda Eastlick, Ronald Escobedo, Mark Guerena, Kathy Hale, Matthew Havey, David Kell,

Jennifer Kimes, Geoff Little, Danny McKeen, Eric Mariscal, Sylvia Martinez, Christopher Pena, Chris Phillips, Susan Pontel, Anthony Puskaric, Wanda Rakoczy, Merle Ray, Erica Raymond, Clarence Rice, Johnny Sanchez, Gary Scales, Katrisha Stuler, Brenda Van Haren, Amber Warden, Mark Warden, Cathy Wickwire

For 10 years of service: Mary Allen, Forrest Bennett, Janie Bennett, Claudia Brooks, Stephanie Canizales, Margie Chapman, Denise Cox, Michelle Daly, Virgilio Dodd, Judy Esteves, John Garrett, Andrea Hamm, George Hernandez, Richard Hobson, Johnny Holmes, William D. Newman, Misty Price, Laura Short, Cheryl Sluyter, Mary Stemm, Steve Stratton

For 15 years of service: Sylvia Badilla, Jesse Bollinger, Carol Branch, Lonny Cline, Shannon Coons, Vicki DeAnda, Ken Doss, Glen Farnham, Robert Hickman, Nyra Hillery, Ester Rios, Marian Sheppard, Linda Soderman, Bree'na York

For 20 years of service: Bryan Chambers, Tina DeSchaaf, Gabriel Eylicio, Larry Huffer, Jendean Sartain

For 25 years of service: David Franquero, Barbara Guthrey, Dorothy Little

For 30 years of service: Belinda Licano, Richard Taylor

For 35 years of service: John Root

After the presentations were made, at 10:20 a.m. Chairman Pastor briefly recessed the meeting so that refreshments could be served in Globe and Payson. Chairman Pastor reconvened the meeting at 10:27 a.m.

**Item 3 - REGULAR AGENDA ITEMS:**

**3A. Information/Discussion/Action to adopt Proclamation No. 2013-01, to proclaim March 16, 2013, as "March for Babies Day" in Gila County.**

Margret Celix, Chairman of the local March for Dimes Committee, read aloud the Proclamation and she provided some information on the March for Babies Day. She then requested that the Board support this nationwide event and important community walk by adopting the Proclamation. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2013-01. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**3B. Information/Discussion/Action to adopt Resolution No. 13-02-01 accepting a roadway easement on Copper Hills Road as described in Fee Nos. 2013-000552, 2013-000553, and 2013-000554, Gila County Records,**

**as a public road and for said road to be maintained as a public roadway in the Gila County Maintained Roadway System.**

Steve Sanders, Public Works Division Deputy Director, advised that Copper Hills Road is located north of Globe. The first section of the road lies within the Globe city limits; the next 2.5 miles of road is maintained by the County; and then the following section of road enters the Copper Canyon Ranches Subdivision as a private road, which is maintained by the Copper Canyon Ranches Homeowners' Association (HOA.) As the road enters the forest boundary, it once again becomes a County maintained roadway per an agreement in place between Gila County and the United States Forest Service, Tonto National Forest. The easements stated in this agenda item are for 2.1 miles of road currently located inside the subdivision. County staff met with members of the HOA on this issue to figure out a way that the 2.1 mile portion of road could become a County maintained roadway. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin the Board unanimously adopted Resolution No. 13-02-01 accepting a roadway easement on Copper Hills Road as described in Fee Nos. 2013-000552, 2013-000553, and 2013-000554, Gila County Records, as a public road and for said road to be maintained as a public roadway in the Gila County Maintained Roadway System. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**3C. Information/Discussion/Action to adopt Resolution No. 13-02-02 to approve the Signing and Striping Plan for Cline Boulevard and Ewing Trail.**

Mr. Sanders advised that Cline Boulevard and Ewing Trail are located in Tonto Basin on the east side of the creek and they are also known as Forest Road 23. With the receipt of some additional Title II funds under the U.S. Forest Service's Secure Rural Schools Program, the County was able to place some double chip seal upon these roads. Once that chip sealing was completed, Mr. Sanders stated that the issue of striping and additional signage was addressed of which some of it is regulated according to state statutes and, therefore, must be approved by the Board of Supervisors. Chairman Pastor inquired as to the timing to add the striping to which Mr. Sanders responded that upon Board approval, it would be done this afternoon. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 13-02-02 to approve the Signing and Striping Plan for Cline Boulevard and Ewing Trail. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**3D. Information/Discussion/Action to adopt Resolution No. 13-02-03 which authorizes the Board of Supervisors' execution of Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA-07-109I/AG Contract No. P0012008005567) between Gila County and the**

**State of Arizona, Department of Transportation, for the upgrade to the railroad crossing on Bixby Road in Globe.**

Mr. Sanders stated that in 2008 the County entered into an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) to upgrade the Bixby Road railroad crossing. In April 2010, the County paid its share of the estimated construction costs. One of the upgrades consisted of installing a timber crossing with gates and flashers. Due to the high truck traffic, Gila County requested a concrete crossing because it would last a lot longer and it would reduce maintenance costs. ADOT responded that if the concrete crossing was approved, the County would have to pay 5.7% of the additional cost. Late last year the project was completed and there was an additional project cost of \$10,400 of which the County's portion is \$593. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 13-02-03 which authorizes the Board of Supervisors' execution of Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA-07-109I/AG Contract No. P0012008005567) between Gila County and the State of Arizona, Department of Transportation. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**3E. Information/Discussion/Action to change the Gila County initial enrollment period for employee medical insurance which currently includes a special exception of a ninety- (90) day period to, "All new employees will be covered on the first day of the month coinciding with, or immediately following the completion of thirty (30) days of full-time employment provided proper enrollment has been made and any required contributions have been authorized," to match the Arizona Local Employee Benefit Trust (AZLGEBT) Plan document, effective March 1, 2013.**

Jacque Griffin, Assistant County Manager/Librarian, advised that Gila County has been with the AZLGEBT Plan since 1999. She stated that the 90-day waiting period to be eligible for employee medical insurance is a hold-over from the County's previous insurance carrier, which was a Health Management Organization. She further advised that all of the other Arizona counties that participate in the AZLGEBT Plan have a 30-day waiting period for their employees to be eligible for medical insurance. She stated that with the changes that will occur with the passage of the Health Care Reform Act, and if the waiting period remains at 90 days, it could actually take up to 110 days for employees to be eligible for medical insurance, which could be a hardship for some employees. Vice-Chairman Martin was pleased that Gila County would have the same waiting period as other participating counties. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously changed the Gila County initial enrollment period for employee medical insurance which currently includes a special exception of a ninety-

(90) day period to, "All new employees will be covered on the first day of the month coinciding with, or immediately following the completion of thirty (30) days of full-time employment provided proper enrollment has been made and any required contributions have been authorized," to match the Arizona Local Employee Benefit Trust (AZLGEBT) Plan document, effective March 1, 2013.

**3F. Information/Discussion/Action to approve Amendment No. 1 to Software Contract (which is an amendment to a Master Services Agreement) between Colorado CustomWare, Inc. (CCI) and Gila County; to approve a Lease Purchase Agreement between Zions First National Bank and Gila County whereby the County will realize an overall savings of \$50,616.55 over a five-year period; and to adopt Resolution No. 13-02-04, which authorizes the approval of the Lease Purchase Agreement, all of which is needed for the Assessor's Office software package.**

Joseph Heatherly, Finance Division Director, requested that this agenda item be tabled to the next regular Board meeting as there are some unresolved issues regarding language that is required from the State of Arizona, which is not currently on the Agreement with Zions First National Bank. Mr. Heatherly advised that they are in contact with the Bank's attorney and hope to have the issue resolved next week. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously tabled this agenda item to the next regular Board of Supervisors' meeting.

**Item 4 - CONSENT AGENDA ACTION ITEMS:**

**4A. Approval of Amendment No. 1 to an Independent Contractor Agreement (Contract No. 07012012-13) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will allocate SemStream Arizona Propane funds in the amount of \$8,255.69 in order to provide propane assistance to eligible families residing in the Payson area of Gila County, and to allocate additional Utility Repair Replacement Deposit (URRD) funds in the amount of \$48,000 in order to provide additional repair and replacement services to eligible families residing in Gila County for the period beginning July 1, 2012, through June 30, 2013.**

**4B. Approval of an Agreement between Gila County (dba Gila/Pinal Workforce Investment Board) and Portable Practical Educational Preparation, Inc. (PPEP) whereby Gila County will provide PPEP with work space at the Pinal County Comprehensive One-Stop Center in Casa Grande in the amount of \$5,964 per year for the period September 1, 2012, through June 30, 2014.**

**4C. Approval of Amendment No. 1 to Professional Service Agreement No. 040512 between Gila County and ATL, Inc. to increase the contract amount by \$8,403 for cost overruns, for a total contract amount of \$43,403 for work performed on the Pine Creek Canyon Road Reconstruction Project.**

**4D. Approval of Amendment No. 1 to Contract No. 032712-1 between Gila County and Visus Engineering Construction to increase the contract amount by \$46,157.86 for cost overruns, for a total contract amount of \$766,157.86 for work performed on the Russell Road Reconstruction Project.**

**4E. Approval of the December 2012 monthly activity report submitted by the Recorder's Office.**

**4F. Approval of the January 2013 month departmental activity report submitted by the Globe Regional Justice Court.**

**4G. Approval of the January 2013 monthly activity report submitted by the Payson Regional Constable's Office**

**4H. Approval of the January 29, 2013, and February 5, 2013, BOS meeting minutes.**

**4I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 14, 2013, to January 18, 2013; and January 21, 2013, to January 25, 2013.**

**4J. Approval of finance reports/demands/transfers for the weeks of February 12, 2013, and February 19, 2013.**

**February 12, 2013**

\$336,985.80 was disbursed for County expenses by check numbers 252147 through 252267.

**February 19, 2013**

\$1,784,750.95 was disbursed for County expenses by check numbers 252268 through 252402. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Chairman Pastor advised that Supervisor Marcanti requested to move Consent Agenda item 4D to the regular agenda as he had some questions. Chairman Pastor further advised that he also wanted to move item 4C to the regular agenda. Upon motion by Vice-Chairman Martin, seconded by Supervisor

Marcanti, the Board unanimously moved Consent Agenda items 4C and 4D to the regular agenda for discussion and action.

Mr. Stratton first addressed Consent Agenda item 4C. He explained that the cost overruns were from the company that did testing for Gila County on the oil content and densities for the Pine Creek Canyon Road Reconstruction Project. Additional shot crete and concrete were added beyond the original scope of work. Chairman Pastor was told there was a lack of cooperation between the water company and other utility companies. Mr. Stratton clarified that the issue was with Suddenlink Communications, a company which has a cable franchise license with Gila County. At present there is an ongoing conversation between the County, Suddenlink and the general contractor regarding the County and the general contractor trying to recoup costs from Suddenlink. At Chairman Pastor's request, Mr. Stratton explained the contractor's problems with the asphalt and ABC material. He explained that the County eventually changed the specifications on the ABC material. As for the asphalt, Mr. Stratton explained that there were oil content problems and that issue has been resolved by making adjustments to the oil content on grade, which resulted in additional testing being done. Chairman Pastor inquired if this extra cost was caused by the County or the contractor. Mr. Stratton's response was that the County hired its own material company to do the testing, and that is no longer being done. He added that the contractor simultaneously hired its own company to do the testing; however, the problem is that the test results did not come out the same. Chairman Pastor then asked for a Board motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda item 4C.

Chairman Pastor read aloud Consent Agenda item 4D and asked for Board comments. Supervisor Marcanti advised that he reviewed all of the cost overruns and change orders for this project; however, he did have one question to ask. He recalled that in December a County employee was called out to the job site on a weekend and he questioned whether that cost was charged to the contractor by the County. Mr. Stratton replied that as far as the back charges, a trade was made with the contractor to address those additional costs. Mr. Stratton then pointed out two large cost overruns over which the County had no control. The first change order for \$19,000 was for the water line. The County worked with Arizona Water Company staff who worked in the Phoenix office; however, when local staff of Arizona Water Company viewed the work site, they wanted additional lines so that the water would not have to be turned off for local water users. The second issue was with El Paso Natural Gas with regard to the depth of the pipes. El Paso Natural Gas personnel would not allow any lab equipment over the gas lines, so a concrete cap had to be put on them which caused an additional cost of \$22,000. Vice-Chairman Martin acknowledged that change orders are required at times and she extended her appreciation to Mr. Stratton for the explanation. Mr. Stratton commented that

he considers Visus to be "one of the better contractors." Chairman Pastor asked for further explanation on change order number 1 and he commented that it was at the request of the County. Mr. Stratton replied that there was an oversight and it was left out of the original plans. Chairman Pastor commented that the change order for Arizona Water Company in the amount of \$22,000 was excessive. He then questioned change order number 6 to remove the retaining wall. Mr. Stratton replied that as the project progressed, it became apparent that the wall had to be removed. Chairman Pastor believed that the removal of the wall was included in the original plans, and he was surprised to see it as a change order. Mr. Stratton replied that it was not included in the original plans. Chairman Pastor asked for an explanation on "unforeseen surface conditions" and the need to remove a cattle guard. Mr. Stratton replied that there was an old cattle guard beneath the surface and the County was not aware its presence. It had to be removed and structural fill added to level out the surface. Chairman Pastor commented that \$8,000 seems excessive to remove a cattle guard. He further commented that a 10% contingency fund is established for all big contracts, so he was concerned when he saw an additional cost of \$46,000 bringing the total cost of the project to \$121,000. He cautioned County staff to be more diligent before finalizing plans for projects to reduce the number of change orders. Chairman Pastor's final question was whether the corrals had been moved. Mr. Stratton provided some history on this issue and it was agreed that he would provide Chairman Pastor with an update by email. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda item 4D.

Chairman Pastor asked for a motion to approve the remaining Consent Agenda items. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda items 4A through 4J with the exception of 4C and 4D.

**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(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda 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 Pastor adjourned the meeting at 11:15 a.m.

**APPROVED:**

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Michael A. Pastor, Chairman

**ATTEST:**

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Marian Sheppard, Chief Deputy Clerk

**ARF-1671**

**3- G**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

**Reporting Period:** Human Resources reports for the weeks of 02/05/13, 02/12/13, 02/19/13 and 02/26/13.

**Submitted For:** Berthan DeNero

**Submitted By:** Juley  
Bocardo-Homan,  
Human  
Resources  
Assistant,  
Human  
Resources

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**Information**

**Subject**

Human Resources reports for the weeks of February 5, 2013, February 12, 2013, February 19, 2013 and February 26, 2013.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of February 5, 2013, February 12, 2013, February 19, 2013, and February 26, 2013.

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**Attachments**

February Human Resources Summary Report

02/05/13 Human Resources Report

02/12/13 Human Resources Report

02/19/13 Human Resources Report

02/26/13 Human Resources Report



**HUMAN RESOURCES ACTION ITEMS  
FEBRUARY 5, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Cathy Wickwire – Sheriff’s Office – Detention Officer – 01/18/13 – General Fund – DOH 04/16/07 – Resignation
2. David Baker – Public Works – Lube Specialist – 01/30/13 – Public Works Fund – DOH 01/18/05 – Resignation
3. Joshua Clark – County Attorney – Deputy County Attorney – 02/01/13 – County Attorney Diversion Program Fund – DOH 09/20/10 – Resignation
4. Nicholas Buzan – County Attorney – Deputy County Attorney – 02/15/13 – Cost of Prosecution Reimbursement Fund – DOH 03/26/12 - Resignation

**HIRES TO COUNTY SERVICE:**

5. Kurt A. Johnson – Sheriff’s Office – Detention Officer – 02/18/13 – General Fund – Replacing Cathy Wickwire
6. Gregory F. Szpotowski – Sheriff’s Office – Detention Officer – 02/18/13 – General Fund – Replacing Dennis Foil
7. Sabil S. Fitzhugh – Payson Regional Justice Court – Justice Court Clerk Associate – 02/11/13 – General Fund – Replacing Sandra Yoder
8. Melissa D. Greenhagen – Payson Regional Justice Court – Justice Court Clerk Associate PT – 02/11/13 – General Fund – Replacing Barbara Smallwood
9. Shawn Fuller – County Attorney – Chief Deputy County Attorney – 01/28/13 – General Fund – Replacing Bryan Chambers
10. Joy Riddle – County Attorney – Deputy County Attorney Sr. – 01/28/13 – General Fund – Replacing Lacy Cooper

**DEPARTMENTAL TRANSFERS:**

11. Jeannette Shapiro – Sheriff’s Office – From Public Health Nurse – To Inmate Counselor – 02/07/13 – General Fund
12. Bryan Chambers – County Attorney – From Chief Deputy Attorney – To Deputy Attorney Principal – 01/28/13 – General Fund

**END PROBATIONARY PERIOD:**

13. Michelle Keegan – Payson Regional Constable’s Office – Constable Clerk – 10/17/12 – General Fund
14. David Vaughn – Payson Regional Constable’s Office – Deputy Constable – 02/01/12 – General Fund
15. Zackery Andrade – Public Works – Road Maintenance/Equipment Operator – 02/09/13 – Public Works Fund
16. Anna Sanchez – Public Works – Administrative Assistant – 01/12/13 – Public Works Fund
17. Jonathan S. Bearup – Clerk of the Superior Court – Courtroom Clerk – 09/21/12 – General Fund
18. Michelle L. Duarte – Clerk of the Superior Court – Courtroom Clerk – 12/12/12 – General Fund

**POSITION REVIEW:**

19. Lexie Nosie – Health – Community Health Assistant Sr. – 01/28/13 – Tobacco Free Environment Fund – Decrease number of hours worked per week from 40 to 32

**HUMAN RESOURCES ACTION ITEMS**

**February 5, 2013**

**Page 2**

**REQUEST PERMISSION TO POST:**

20. Public Works – Lube Specialist – Position Vacated by David Baker
21. Public Works – Road Maintenance/Equipment Operator Lead – Position Vacated by Richard Short
22. Public Works – Road Maintenance/Equipment Operator Sr. – Position Vacated by Joe Casillas
23. Clerk of the Superior Court – Court Clerk – Position Vacated by Donna DeBolt

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 12, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Katrisha Stuler – Probation – CASA/Foster Care Manager – 02/01/13 – Court Appointed Special Advocate Fund – DOH 07/23/07 – Resignation
2. Teresa M. Diettrich – Sheriff’s Office – 911 Dispatcher – 01/31/13 – General Fund – DOH 10/29/12 – Failure to complete probationary period

**HIRES TO COUNTY SERVICE:**

3. Sherlyn Willis – Sheriff’s Office – Inmate Counselor – 02/19/13 – General Fund – Replacing Jeannette Shapiro
4. Jerry Farr – Public Works – Construction Project Manager – 02/14/13 – Public Works Fund – Replacing Jerry Farr
5. Christopher Mathews – Public Works – Custodian PT – 02/14/13 – Facilities Management Fund – Replacing Megan Wells

**DEPARTMENTAL TRANSFERS:**

6. Jessica L. Cruz – From Clerk of the Court – To Sheriff’s Office – From Court Clerk – To 911 Dispatcher – 02/18/13 – General Fund
7. Laurie Sauro – From Community Services – To Board of Supervisors – From Administrative Clerk Sr. – To Deputy Clerk of the Board – 02/14/13 – From WIA Fund – To General Fund
8. Kevin Kenney – Emergency Management – From Rural Addressing Analyst – To Administrative Clerk – 01/29/13 – General Fund
9. Jeannette Shapiro – Sheriff’s Office – From Inmate Counselor – To 911 Dispatcher – 02/19/13 – General Fund
10. Kelly Riggs – GCIT – From Systems & Network Communication Analyst – To WAN Manager – 02/04/13 – General Fund

**END PROBATIONARY PERIOD:**

11. Russell L. Toumberlin – Sheriff’s Office – Deputy Sheriff – 01/30/13 – General Fund
12. Stacey R. Bryant – Sheriff’s Office – 911 Dispatcher – 12/26/12 – General Fund
13. Donald B. Engler II – Sheriff’s Office – Deputy Sheriff – 12/19/12 – General Fund

**REQUEST PERMISSION TO POST:**

14. Sheriff’s Office – Chief Administrative Officer – Position Vacated by Claudia DalMolin
15. Emergency Management – Rural Addressing Analyst – Position Vacated by Kevin Kenney
16. CGIT – Systems & Network Communication Analyst – Position Vacated by Kelly Riggs

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 19, 2013**

DEPARTURES FROM COUNTY SERVICE:

1. David Vaughn – Payson Regional Constable’s Office – Deputy Constable – 02/22/13 – General Fund – DOH 08/01/11 – Resignation

DEPARTMENTAL TRANSFERS:

2. Thomas Dando – Public Works – From Solid Waste Services Worker – To Solid Waste Operations Worker Sr. – 02/28/13 – Recycling and Landfill Management Fund
3. James Gibson – Public Works – From Solid Waste Services Worker – To Solid Waste Operations Worker Sr. – 02/28/13 – Recycling and Landfill Management Fund

END PROBATIONARY PERIOD:

4. Kenneth Payne, Jr. – Public Works – Solid Waste Operations Worker Sr. – 02/23/13 – Recycling and Landfill Management Fund

REQUEST PERMISSION TO POST:

5. Community Services – Community Service Worker – Position vacated by Valerie Kaufman
6. Payson Regional Constable’s Office – Deputy Constable – Position vacated by David Vaughn

**HUMAN RESOURCES ACTION ITEMS**  
**FEBRUARY 26, 2013**

**DEPARTURES FROM COUNTY SERVICE:**

1. Howard Gallion – Public Works – Building and Grounds Maintenance Worker – 03/01/13 – General Fund – DOH 09/26/11 – Resignation

**HIRES TO COUNTY SERVICE:**

2. Allison Torres – Community Services – Administrative Clerk Sr. – 03/07/13 – Various Funds – Replacing Denise Dickison

**END PROBATIONARY PERIOD:**

3. Angela Anthony – Community Services – Community Services Worker – 01/23/13 – GEST Fund
4. Amanda Robles – Community Services – Community Services Worker – 01/23/13 – GEST Fund
5. Anita Yanora – Community Services – Community Services Worker – 01/23/13 – GEST Fund
6. Nancy Holland – Community Services – Community Services Worker – 01/23/13 – GEST Fund
7. Shawn Christensen – Public Works – Road Maintenance/Equipment Operator – 02/20/13 – Public Works Fund
8. Stewart W. Jones – Public Works – Road Maintenance/Equipment Operator – 02/20/13 – Public Works Fund
9. Carrie Truesdell – Finance – Payroll Specialist – 02/27/13 – General Fund
10. Juley D. Bocardo-Homan – Human Resources – Human Resources Assistant – 02/13/13 – General Fund

**REQUEST PERMISSION TO POST:**

11. Clerk of the Superior Court – Court Clerk – Position vacated by Jessica Cruz
12. Public Works – Building and Grounds Maintenance Worker – Position vacated by Howard Gallion

**ARF-1694**

**3- H**

**Regular BOS Meeting**

**Meeting Date:** 03/05/2013

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 02-01-13 and 02-08-13

**Submitted For:** Joseph Heatherly, Finance Director

**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 02-01-13 and 02-08-13

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 28, 2013, to February 1, 2013; and February 4, 2013, to February 8, 2013.

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**Attachments**

County Manager Approved Contracts Under \$50,000 for Weeks Ending 02-01-13 and 02-08-13

Lease Agreement No 012213 with Swiss Village Self-Storage

Addendum No. 3 with CableOne

Service Agreement No. 111312 with Miner Docks, Doors and More

Service Agreement No. 010913 with Miner Docks Doors and More

Service Agreement No. 012413 with Ultimate Presentation Systems

Seven Js LLC Lease Agreement for Bonanza Square

Amendment No 1 to Service Agreement No 121811 with Service Plus Inc

Solar Commissioning Certificate No 17914-Court House

Solar Commissioning Certificate No 18703-Central Heights

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**January 28, 2013, to February 01, 2013**

| <b>Number / Vendor</b>  | <b>Title</b>  | <b>Amount</b>            | <b>Term</b>          | <b>Approved</b> | <b>Renewal Option</b>                             | <b>Summary</b>   |
|---|---|--------------------------|----------------------|-----------------|---|--|
| Lease Agreement No. 012213 with Swiss Village Self-Storage    | Lease Agreement No. 012213  | \$1,536.00               | 01-01-13 to 12-31-14 | 01-30-13        | Option to extend for two (2) one (1) year periods | The Gila County Probation Office in Payson has been leasing a storage unit from Swiss Village Self-Storage in Payson since May 2006.   |
| Addendum No. 3 with CableOne                                  | Addendum No. 3 to Gila County Government Agreement  | \$960.00                 | 12-15-12 to 12-14-13 | 01-30-13        | Automatically renews annually                     | Amendment No. 3 added 16 more IP addresses to the existing 16 IP addresses, for a total of 32 IP addresses.  |
| Service Agreement No. 111312 with Miner Docks, Doors and More | Service Agreement No. 111312 Between Gila County and Miner Docks, Doors and More Replace Rolling Door at Roosevelt Sub Station Sheriff's Office | \$4,640.00               | 01-30-13 to 03-29-13 | 01-30-13        | Expires   | Replace the rolling door because after 25 years the door was no longer functional and was worn out. The door is for the floating dock at the Roosevelt Sub Station Sheriff's Office. |
| Service Agreement No. 010913 with Miner Docks, Doors and More | Service Agreement No. 010913 Between Gila County and Miner Docks, Doors and More Repairs on Roll Up Doors in Star Valley                        | Not to exceed \$4,954.00 | 01-30-13 to 03-29-13 | 01-30-13        | Expires   | Repair Roll Up Doors in Star Valley so they work properly.   |

**February 04, 2013, to February 08, 2013**

| <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. 012413 with Ultimate Presentation Systems        | Service Agreement No. 012413 Closed Circuit Audio/Video System<br>Ultimate Presentation Systems, Inc.         | Not to exceed \$7,485.39 | 02-06-13 to 04-05-13 | 02-06-13        | Expires   | Provide an audio/video system that will provide other staff (20) at their desks, not present in the courtrooms, to view and hear what is going on in the courtrooms. This is necessary to provide timely attention to the judge's requests during hearings. |
| Seven Js LLC Lease Agreement for Bonanza Square                        | Seven J's LLC Lease Agreement for Bonanza Square  | \$7,200.00               | 02-01-13 to 01-31-16 | 02-06-13        | Option to renew for five (5) years at \$8,400.00 per year   | The Gila County Division of Health and Emergency Services had a need for office space in Payson, Az. due to the expansion of one program and the addition of another program.   |
| Amendment No. 1 to Service Agreement No. 121811 with Service Plus Inc. | Amendment No. 1 Service Agreement No. 121811 Sheriff's Office Appliance Service and Repair Service Plus, Inc. | Not to exceed \$5,500.00 | 01-01-13 to 12-31-13 | 02-06-13        | Option to extend for one (1) one additional (1) year period | Service Plus, Inc. will provide for the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building and Roosevelt Sub-Station.   |
| Solar Commissioning Certificate No. 17914-Court House                  | Production Based Incentive Photovoltaic System Installation & Commissioning Certificate                       | \$0.00                   | -                    | 02-06-13        | -   | APS Installation & Commissioning Certificate for Reservation No. 17914-Globe Courthouse   |
| Solar Commissioning Certificate No. 18703-Central Heights              | Production Based Incentive Photovoltaic System Installation & Commissioning Certificate                       | \$0.00                   | -                    | 02-06-13        | -   | APS Installation & Commissioning Certificate for Reservation No. 18703-Central Heights  |

**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

**John Marcanti, 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

1400 E. Ash Street  
Globe, AZ 85501

### **LEASE AGREEMENT NO. 012213**

This lease agreement is entered into between Swiss Village Self-Storage of Payson, AZ, hereinafter referred to as **OWNER** and Gila County Probation Office of Payson, AZ, hereinafter referred to as **GILA COUNTY**.

1. **LOCATION & DESCRIPTION OF LEASED AREA:** This Agreement is to lease Storage Unit #306, a 10' x 20' storage unit. The unit to be leased is located at 635 N. Beeline Highway, Payson, Arizona, 85541
2. **TERM & RATES:** The term of this Agreement shall be for a period of two (2) years, commencing on the first (1<sup>st</sup>) day of January, 2013. The annual rent shall be at a rate of \$1,536.00 payable by the first (1<sup>st</sup>) day of January 2013. An invoice shall be generated by the Owner and mailed to the County address in this lease.

The Owner agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

The County will have exclusive use of the storage room.

3. **LANDLORD – TENANT RELATIONSHIP:** The landlord-tenant relationship shall be governed by A.R.S. §33-301 to 33-381.

This agreement is subject to cancellation pursuant to A.R.S. §38.511.

4. **FISCAL LIMITATIONS:** It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon financial appropriation during the rental period. In the event such financial appropriation is inadequate, Gila County may discontinue occupancy of the office space with thirty (30) days written notice.
5. **TERMS AND CONDITIONS:** To the extent that the terms and conditions of this Lease Agreement conflict with the Terms and Conditions of the Storage Agreement, signed May 22, 2006, copy attached, the terms and conditions of this lease agreement will prevail and govern the contractual relationship between the parties.
6. **NOTICES:** All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

Swiss Village Self-Storage  
Attn: Christine Leitner  
635 N. Beeline Highway  
Payson, Arizona 85541

Gila County Finance  
Guerrero Building  
Attn: Accounts Payable  
1400 E. Ash Street  
Globe, Arizona 85501

**GILA COUNTY**

**SWISS VILLAGE SELF-STORAGE**



Don E. McDaniel, Jr./County Manager



Christine Leitner/Manager

Date: 1/30/13

1596 125-10-1-82  
306 10x20 306 m/s 10-10  
r/o 10-40



# Swiss Village

SELF-STORAGE  
635 N. Beeline Hwy.  
Payson, AZ 85541  
(928) 474-6339

Access Code: 1596 Size: 4x6 Unit #: 152F

# STORAGE AGREEMENT

|                     |                                      |
|---------------------|--------------------------------------|
| UNIT NO.            | 152F                                 |
| DATE OF AGREEMENT   | 5/22/06                              |
| NAME OF OCCUPANT    | Dr. Randa Gick                       |
| ADDRESS             | 635 N. Beeline Hwy. Payson, AZ 85541 |
| PHONE               | (928) 474-6339                       |
| MANAGER'S SIGNATURE | [Signature]                          |

### DO NOT WRITE BELOW - FOR OFFICE USE

|  |  |                                   |
|--|--|-----------------------------------|
| STARTING DATE<br><u>5/22/06</u>  | Your monthly rent of \$ <u>29.00</u><br>is due on or before the 1st day<br>of the month. | REFUNDABLE DEPOSIT<br>\$ <u>✓</u> |
| MONTHLY DUE DATE<br><u>1st</u>   |  | ADMINISTRATIVE FEE<br>\$ <u>✓</u> |
| TERM OF THIS AGREEMENT<br>MONTHS TO MONTH _____<br>NO. OF MONTHS _____ | <u>5-22 - 10-40</u><br>Lock <u>10-40</u><br>(bill) <u>20-40</u>                          | PAID TO DATE<br><u>7 1 106</u>    |

This agreement does not give a possessory interest in the premises. It is a contractual license to enter upon the premises and to use the premises for storage.

The OPERATOR agrees to license the use of the above described premises to OCCUPANT on the terms specified above and on the terms and conditions set forth below and on the reverse side of this STORAGE AGREEMENT, and OCCUPANT on execution of this AGREEMENT hereby accepts the same, and acknowledges receipt of a completed Storage Agreement.

### TERMS AND CONDITIONS

- All payments are payable in advance of the due date without demand, as specified above. (You will not be billed.) Units will not be licensed for a period of less than one month. There shall be no refunds of monthly storage fees.
- A \$10.00 late charge per month will be assessed if the payment is not received by the 10th day following the due date. A \$15.00 charge will be assessed for returned checks.
- Occupant agrees to place only one lock on the unit.
- It is the responsibility of the Occupant to report any change of address in writing to the Operator.
- It is expressly understood Operator carries no insurance covering Occupant's goods and assumes no liability for same. See Paragraph 11 on reverse side of this Agreement. Any insurance protecting the personal property stored against fire, theft or damage must be provided by the Occupant.
- Occupant understands Operator has a lien on goods for payment of fees due and unpaid and may sell same with proper notice if occupant is in default as described in Paragraph 7 of reverse side of this Agreement.
- Occupant shall pay in advance a security, cleaning and damage deposit to be held by Operator. The deposit shall be returned to Occupant within two weeks after this Storage Agreement has been terminated, less all charges for cleaning, repairing and replacement of any missing items. Operator may retain any amounts necessary from deposit to compensate for payment due and unpaid under this Agreement.
- Occupant shall disclose any lien holders or secured parties who have an interest in property that is or will be stored in the self-service storage facility.
- If Occupant is in default under any of the Terms and Conditions of this Agreement, access to the damaged premises may be denied.
- Occupant is advised not to store irreplaceable items such as antiques, pianos, artwork, personal keepsakes in these units.
- For security purposes, tenants must vacate the premises by 6:15 p.m.
- Unless otherwise specified above, this Agreement is a month to month agreement.

BW  
INITIAL

### TERMS

1. **USE AND OCCUPANCY AND COMPLIANCE WITH THE LAW.** The premises are to be used only for storage of personal property and household goods owned by the Occupant. Since Occupant stores goods without Operator's knowledge, supervision, or control, it is specifically agreed that the Operator is not concerned with the kind, quality or value of any goods stored by the Occupant pursuant to this license. Occupant shall disclose any lien holders or secured parties who have an interest in property that is or will be stored in the self service storage facility. Nothing herein shall constitute any agreement or admission by Operator that Occupant's stored property has any value, nor shall anything herein alter the release of Operator's liability set forth in Paragraph 11.  
Occupant further agrees that the premises will not be used for operation of any business or for human or animal occupancy. Trash or other discarded materials shall not be allowed in or near the premises. The storage of welding, flammable, explosive or other inherently dangerous materials is prohibited. Vehicles or other similar fuel-driven equipment may be stored only if the fuel tanks are empty. Occupant shall not store in the premises any items which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirement, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the premises.
2. **ACCESS.** In Operator's sole discretion, Occupant's access to the premises may be conditioned in any manner deemed reasonably necessary by Operator to maintain order and to protect security on the premises. Such measures may include, but are not limited to, limiting hours of operation, requiring verification of Occupant's identity, and requiring Occupant to sign in and out upon entering and leaving the premises.
3. **RULES.** Occupant agrees to abide by all COMPANY rules and policies that are posted and are now in effect or that may be put into effect from time to time. Operator agrees to supply written copies of said rules to Occupant as they now exist and as they may be modified or adopted in the future.
4. **CONDITION AND ALTERATION OF PREMISES.** Occupant has examined the premises and hereby accepts them as being in good order, condition and repair. Occupant agrees to immediately notify Operator of any defects, dilapidations or dangerous conditions. Occupant agrees to keep the premises in good order and condition and to pay Operator promptly for any repairs of the premises, caused by Occupant's negligence or misuse or the negligence or misuse of the Occupant's invitees, licensees, and guests. Occupant shall make no alterations or improvements to the premises without the prior written consent of Operator. Should Occupant damage the premises or make alterations, or do painting or redecorating, without the prior written consent of the Operator, then all costs necessary to restore the premises to its prior condition shall be borne by the Occupant.
5. **INSPECTION.** Operator may enter the space for purposes of inspection without prior notice to the occupant whenever operator believes that any hazardous condition or nuisance has been created or is occurring in the space, or for repairs to the interior or the door.
6. **TERMINATION.** The agreement may be terminated by Operator by giving ten days written notice to Occupant. The occupancy may be terminated by Occupant by giving written notice to Operator ten days prior to the monthly due date. In the event Occupant terminates the occupancy, Occupant shall not be entitled to a refund of monthly storage fees. As a condition for such termination, and prior to the return of any deposit, Occupant shall completely vacate the space, leaving it in good and clean condition, reasonable wear and tear excepted and allow Operator to inspect the space in Occupant's presence to verify the final condition and content of the space. As a further condition of termination, Occupant shall leave a forwarding address for return of the deposit and where Occupant may be served by certified mail in any action to recover unpaid charges or for damages to the space or to the premises.
7. **DEFAULT AND ABANDONMENT.** In accord with A.R.S. Sections 33-1701 et seq., Operator is hereby given a lien upon all goods, merchandise or property of any description placed in or upon the demised premises by Occupant to secure it for any payment of storage charges due hereunder, in addition to any lien or remedy provided by law, and in the event of the breach of covenant herein or default by Occupant in the payment of storage charges when due, Operator may, without notice to Occupant, take immediate possession of the premises and all of the Occupant's property therein and store same at the expense of the Occupant and giving Occupant reasonable written notice of the time after which any sale or other intended disposition thereof is to be made, may sell property at public sale, or so much thereof as is necessary to pay the expense of transfer, storage, sale, legal expense, record lienholders and encumbrance in payment and any balance remaining after such payments shall be paid over to Occupant on demand.  
Occupant shall not abandon the space at any time during the term of this agreement. In addition to any other circumstances indicating abandonment by Occupant, it is specifically agreed that in the event the payment is due, owing and unpaid in any part for 30 consecutive days, it shall be conclusively presumed that the Occupant has abandoned the space within the meaning of A.R.S. Section 33-1704. In the event such abandonment occurs Occupant agrees that Operator may enter and inspect the space, terminate the occupancy and dispose of all property left in the space by Occupant in accordance with applicable provisions of law.
8. **ASSIGNMENT OR SUBLETTING.** Occupant shall not sublet or assign or sublicense all or any portion of the space or Occupant's interest therein without prior written consent of the Operator.
9. **LEGAL FEES.** If legal action shall be brought by Operator for any breach of this agreement, Occupant shall pay to Operator all costs, expenses, and reasonable attorney's fees incurred by Operator in such action.
10. **INDEMNITY.** Occupant, for himself, his agents, executors, administrators, and assigns does hereby indemnify and agree to hold the Operator, his agents, free and harmless from any and all claims, demands, actions, causes of action, damages, attorneys fees and cost of every kind and nature whatsoever, that are hereafter made or brought by any person or entity whatsoever as a result of or arising out of Occupant's use or occupancy of the demised premises. In addition the Occupant shall, upon demand of the Operator, his agents or assigns, provide at his own cost all necessary defense of the Operator of any such claim, demand, action or cause of action.
11. **RELEASE OF OPERATOR'S LIABILITY.** As a further consideration for the use and occupancy of the space and premises, Occupant for himself, his agents, executors, administrators and assigns does hereby agree that Operator, his agents, employees and assigns shall not be liable to Occupant, his agents, administrators, executors and assigns, guests, licensees or invitees for any loss or damage, injury or death caused to them or their property as the result of the use and occupancy of the space and premises. It is further agreed that any stored property is placed in the space at Occupant's sole risk, and Operator and Operator's agents, employees and assigns shall have no responsibility or liability for any loss to said property from any cause whatsoever. It is agreed by Occupant that his release of Operator's liability is a bargained condition of the payment set forth herein, that Operator does not carry insurance to cover losses or damages to Occupant's property from any cause whatsoever, and that were the Operator not released from liability as set forth here, a much higher payment would have to be agreed upon. Occupant further acknowledges that insurance is available from independent insurance companies to protect Occupant in the event of theft, damage, or destruction of his stored property. In the event Occupant acquires such insurance, Occupant hereby agrees to waive all rights of subrogation against Operator, his agents, employees and assigns for any liabilities released herein. Occupant acknowledges that Operator does not warrant or represent that Occupant's property will be safely kept, nor that it will be secure against theft, nor that the premises and space are secure against hazards caused by electricity, gas, water, fire, or the elements of weather or earthquakes.
12. **SECURITY OF SPACE.** Occupant agrees to be solely responsible for providing such locks, or other security devices as Occupant desires, for securing access to the space. In the event such locks or security devices are rendered ineffectual for their intended purpose from any cause, or the space is rendered insecure in any manner, Operator may, at its sole option, take whatever measures deemed necessary by Operator to resecure the access to Occupant's space. Operator is not responsible for taking any measures whatsoever, nor for notifying Occupant that access to the space has become insecure. The fact the Operator has taken measures to resecure the access to Occupant's space under this paragraph shall not alter the limitations upon operator's liability set forth in paragraph 11 of this agreement, nor shall such measures be deemed a conversion of Operator's stored property.



**Addendum #3 to Gila County Government Agreement**

This Addendum Dated January 29, 2013 modified the agreement dated; the 13th day of November 2007, by and between Cable One, Inc. ("Cable One") Located at 1314 North Third Street, Phoenix, AZ 85007 and Gila County Government ("Subscriber") located at 1400 E. Ash St., Globe AZ 85501, for the provision of data connections between 1 buildings ("Agreement").

Without change to any other terms of the Agreement, this addendum modifies Appendix A from the original sixteen (16) IP addresses that Cable One is currently providing, for an additional sixteen (16) IP addresses for a new total of thirty-two (32) IP addresses This Addendum shall co-terminate with the original Service Agreement.

The following cost information is not added to Appendix A, but is agreed to by the parties as the cost to implement the additional IP addresses.

|   |            |
|---|------------|
| Initial Up-Front cost for this additional 16 IP addresses:        | \$0.00     |
| Monthly service fee for this additional 16 IP addresses is:       | \$80.00    |
| 16 IP addresses for \$5.00 per address per month                  |            |
| These fees will be in <i>addition</i> to the current fee of:      | \$3,455.00 |
| Total <i>Cumulative</i> Monthly service fee for Internet Service: | \$3,535.00 |

All other Terms & Conditions of the original Service Agreement between Cable One, Inc. and Gila County will continue without change.

**Gila County Government**

By:   
 Printed Name: Don E. McDaniel, Jr.  
 Title: County Manager  
 Address: 1400 E. Ash Street  
Globe, AZ 85501  
 Phone: 928-402-8612  
 Date: 1/30/13

**CABLEONE, INC.**

By:   
 Printed Name: MIKE YOUKER  
 Title: VP SALES  
 Address: 1314 N. 3<sup>rd</sup> Street  
Phoenix, AZ 85007  
 Phone: (602) 364-6000  
 Date: 2/4/13

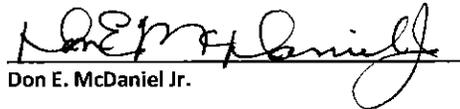
**ATTACHMENT "A" TO BECOME AN INTEGRAL PART OF THIS AGREEMENT**

ATTACHMENT "A"

**Anti-Terrorism Warranty:** Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

GILA COUNTY:

GILA COUNTY MANAGER

  
Don E. McDaniel Jr.

1/30/13  
Date

Cable One

  
Individual Authorized to Sign

MICE BOWKER  
Print Name

APPROVED AS TO FORM:

  
Bryan B. Chambers, ~~Chief~~ Deputy County Attorney  
for ~~Daisy Flores~~, County Attorney  
Bradley D. Beauchamp

VP SALES  
Title

1/14/13  
Date

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 111312**

**Between  
GILA COUNTY  
And  
MINER DOCKS, DOORS & MORE  
Replace Rolling Door at Roosevelt Sub Station Sheriff's Office**

**THIS AGREEMENT**, made and entered into this 30<sup>TH</sup> day of JANUARY, <sup>2013</sup> **2012**,  
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the  
County, and Miner Docks, Doors & More, of the City of Mesa, State of Arizona, hereinafter  
designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County,  
in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein  
contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide 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 County Facilities Manager or designee.

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. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and  
Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern  
the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole  
or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt  
of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is  
terminated, the County shall be liable only for the services rendered under this contract and accepted  
material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

**2. Worker's Compensation and Employers' Liability**

|                         |           |
|-------------------------|-----------|
| Workers' Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

|                  |             |
|------------------|-------------|
| Each Claim       | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](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 expire 60 days thereafter.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 4,640.00 for completion of the project as outlined in Article 1 - 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. 111312 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**Miner Docks, Doors & More**

  
 Don E. McDaniel Jr., County Manager

  
 Signature

Date: 1/30/13

Tim Ballantyne  
 Print Name

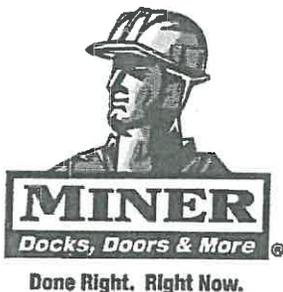
**APPROVED AS TO FORM**

  
 \_\_\_\_\_

**Bryan B. Chambers, Deputy County Attorney  
 for Bradley D. Beauchamp, County Attorney**

# Proposal

Date: May 15, 2012



## PRICING

| Qty                           | Size     | Description  | Unit Price      | Qty Price         |
|-------------------------------|----------|--|-----------------|-------------------|
| 1                             | 12'x 10' | Cornell Iron Works ESD10 Series Rolling Service Door | \$4,640.00      | \$4,640.00        |
| 1                             | Above    | Mechanical Installation                              | <i>Included</i> | <i>Included</i>   |
| 1                             | Above    | Shipping & Handling                                  | <i>Included</i> | <i>Included</i>   |
| <b>TOTAL (plus sales tax)</b> |          |  |                 | <b>\$4,640.00</b> |

Priced based on using customer supplied flotation device to get door from land to floating dock and during erection.

Priced using customer supplied forklift to get door from land onto boat for transportation. Should the county not be able to supply a lift please add \$300.00 to the above price.

1005.300.340.00.413010

9 frame

*D. Newman*

**CUSTOMER ACCEPTANCE**

*Don E. McDaniel, Jr.*

Approval Signature

Don E. McDaniel, Jr.

Printed Name

PO#

*1/30/13*

Date

ROC266511 L-66 Glazing - ROC261586 L-5 Automatic and Manual Doors - ROC261585 L-5 Overhead and Sectional Doors - ROC261587 K-11 Electrical up to 660v

# Proposal



**MINER**  
Docks, Doors & More®

Done Right. Right Now.

Date: May 15, 2012

**PREPARED FOR:**

Gila County Public Works Division  
1400 E. Ash Street  
Globe, Arizona 85501  
Attn: David Horn  
928.200.1641  
[dbhorn@co.gila.az.us](mailto:dbhorn@co.gila.az.us)

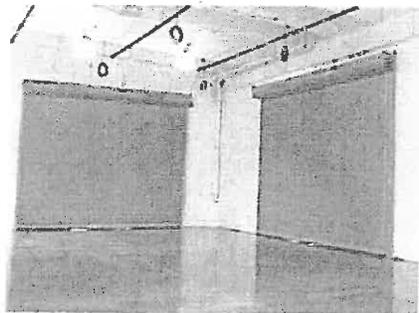
**PREPARED BY:**

Aaron Smith  
2848 N. Omaha  
Mesa, AZ 85215  
Cell: 480-650-2191  
[asmith@minercorp.com](mailto:asmith@minercorp.com)

## CORNELL IRON WORKS ESD10 SERIES ROLLING SERVICE DOOR

### DESIGN BENEFITS

- Flat, slat profile non-insulated
- 24 gauge galvanized steel
- Gray, tan or white finish
- 20 PSF wind load
- Face of wall mounting
- Operation, manual chain hoist
- Chain keeper lock
- 20,000 cycle springs
- 3/16" Structural steel guides powder coated finish
- Powder coated steel bottom bar



# Proposal



Date: May 15, 2012

## Terms & Conditions:

Unless otherwise stated in writing, the following terms and conditions of sale become a part of the proposal. "Company" refers to The Miner Corporation.

1. **PRICES**
  - a. Are firm for acceptance within 30 days from the date of quotation, provided quotation is for production and for shipment of equipment within 16 weeks from the date of quotation.
  - b. Are subject to increase equal in amount to any tax Company may be required to collect or pay on the sale.
  - c. Are subject to any price increase resulting from Buyer requested changes in the equipment or changes in the production schedule.
  - d. Are subject to increase due to surcharges or price increases by manufacturers prior to shipment.
2. **SHIPMENT**

Shipment is F.O.B. from place of manufacture. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon delivery to carrier.
3. **DELIVERY**
  - a. The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
  - b. Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
  - c. If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for Equipment as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.
4. **CANCELLATION**

Buyer cannot cancel orders placed with the Company except with the Company's expressed written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Contract Sum.
5. **CONCEALED OR UNKNOWN**

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.
6. **PERFORMANCE REQUIREMENTS**

The equipment furnished under the contract will be as stated, and Buyer has selected same based on the specification (type, amount, source and products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Proposed Contract. Changes in the equipment requirements may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.
7. **INFORMATION AND SERVICE REQUIRED OF THE BUYER**
  - a. The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.
  - b. The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
  - c. Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
  - d. Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
  - e. Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
  - f. Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
  - g. Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
  - h. Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
  - i. The Buyer shall secure and pay for all testing required by Local, State, and Federal Regulations.
8. **SERVICE WARRANTY**

Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion. Company's obligation and Buyer's sole remedy, hereunder shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the contract price for such defective devices.
9. **EQUIPMENT AND PARTS WARRANTY**

Company's obligation, and Buyer's sole remedy relative to equipment and parts warranty by manufacturers thereof, is to secure manufacturer's warranty on behalf of Buyer, and assist Buyer in the presentation of any warranty claim, but Company makes no warranty in addition thereto.
10. **ACCEPTANCE AND GOVERNING PROVISIONS**

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in buyer's forms or correspondence shall not become part hereof and same shall not be binding upon Company unless agreed to in writing, signed by an Officer of the Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas.

**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

**John Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountvaz.gov](http://www.gilacountvaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext. 8761

**Joseph T. Heatherly, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

### **SERVICE AGREEMENT NO. 010913**

**Between**  
**GILA COUNTY**  
**And**  
**MINER DOCKS, DOORS & MORE**  
**Repairs on Roll Up Doors in Star Valley**

**THIS AGREEMENT**, made and entered into this 30<sup>TH</sup> day of JANUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Miner Docks, Doors & More, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide 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 County Facilities Manager or designee.

**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. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

- 1. **Commercial General Liability - Occurrence Form**  
 Policy shall include bodily injury, property damage and broad form contractual liability coverage.
  - General Aggregate \$2,000,000
  - Products - Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
  
- 2. **Worker's Compensation and Employers' Liability**

|                         |           |
|-------------------------|-----------|
| Workers' Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease - Each Employee | \$100,000 |
| Disease - Policy Limit  | \$500,000 |

  - a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

|                  |             |
|------------------|-------------|
| Each Claim       | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Jeannie Sgroi at **Gila County Finance 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 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.

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**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.

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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. 010913 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 1/30/13

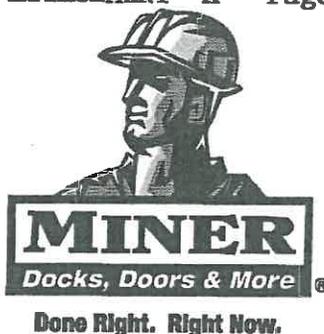
**Miner Docks, Doors & More**

  
\_\_\_\_\_  
Signature

Tom Sawyer  
\_\_\_\_\_  
Print Name

# Proposal

Date: 1/15/2013

**PREPARED FOR:**

Gila County Public Works Division  
 1400 E. Ash Street  
 Globe, Arizona 85501  
 Attn: David Buffington  
 928.200.1641  
 dbuffington@co.gila.az.us

**PREPARED BY:**

Aaron Smith/Alyssa Toney  
 2848 N. Omaha  
 Mesa, AZ 85215  
 Cell: 480-650-2191  
 asmith@minercorp.com  
 atoney@minercorp.com

Thank you for choosing Miner for your door needs. Our goal is to provide you with excellent service every time. If you have any questions please do not hesitate to contact us.

**Project:** Maintenance Shop Star Valley

**Miner Southwest is pleased to present the following for your consideration:**

**Road Department**

- 1- Install ten (10) 2" rollers, 8' Bottom Seal with Retainer, two (2) 8' perimeter seal, one (1) door; \$ 317.00

**Gas Shop**

- 2- install new rollers, bottom seal with retainer, perimeter seal and lube and adjust for proper operation on all four (4) doors: \$ 1,560.00

**Diesel Shop**

- 3- Install new bottom seal with retainer, perimeter seal and lube and adjust for proper operation on all six (6) doors; \$ 2,508.00  
 4- Lift Charge; \$ 300.00

**Total sum for items 1, 2, 3 and 4; \$ 4,954.00 (Tax Included )**

**Includes:**

- One (1) Year Parts and Labor Warranty.
- Work to be performed during normal business hours (Mon-Fri 7am-4 pm)
- Hidden damage excluded

**CUSTOMER ACCEPTANCE**

  
 Approval Signature

Don E. McDaniel, Jr.  
 Printed Name

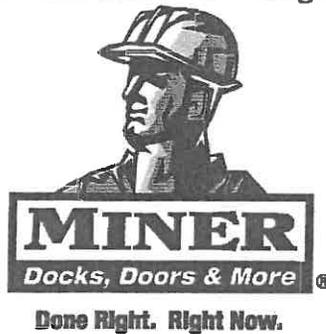
PO#

  
 Date

**ROC266511 L-65 Glazing – ROC261586 L-5 Automatic and Manual Doors – ROC261585 L-5 Overhead and Sectional Doors – ROC261587 K-11 Electrical up to 660v**

# Proposal

Date: 1/15/2013



## Terms & Conditions:

Unless otherwise stated in writing, the following terms and conditions of sale become a part of the proposal. "Company" refers to The Miner Corporation.

1. **PRICES**
  - a. Are firm for acceptance within 30 days from the date of quotation, provided quotation is for production and for shipment of equipment within 16 weeks from the date of quotation.
  - b. Are subject to increase equal in amount to any tax Company may be required to collect or pay on the sale.
  - c. Are subject to any price increase resulting from Buyer requested changes in the equipment or changes in the production schedule.
  - d. Are subject to increase due to surcharges or price increases by manufacturers prior to shipment.
2. **SHIPMENT**

Shipment is F.O.B. from place of manufacture. Buyer shall bear all costs of freight and insurance in connection with delivery. Upon request of Buyer, Company may prepay freight and insurance charges on behalf of Buyer and bill such charges to Buyer. In either event, risk of loss or damage in transit passes to Buyer upon *delivery to carrier*.
3. **DELIVERY**
  - a. The Company will endeavor to secure shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.
  - b. Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential as a penalty or liquidated damages, or otherwise) arising out of or owing to (1) delays in delivery or (2) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.
  - c. If delivery is refused or shipment is suspended by Buyer, Buyer shall pay (1) Company's invoice for Equipment as per payout terms, (2) Company's handling and storage charges, and (3) demurrage charges.
4. **CANCELLATION**

Buyer cannot cancel orders placed with the Company except with the Company's expressed written consent, and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company. Cancellation will be a minimum of 25% of the total Contract Sum.
5. **CONCEALED OR UNKNOWN**

Concealed or unknown conditions below the surface of the ground or in an existing structure may be encountered that differ materially from those recognized as inherently part of the contract. In the event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.
6. **PERFORMANCE REQUIREMENTS**

The equipment furnished under the contract will be as stated, and Buyer has selected same based on the specification (type, amount, source end products, and intended use of Buyer) of the material to be handled or processed by Buyer and the Local, State and Federal Regulations in existence on the date of the Proposed Contract. Changes in the equipment requirements may result from matters determined by surveys, studies, approvals, and permits or from changes in the material specification by Buyer or from changes in the Local, State, and Federal Regulations. In this event, the Contract Sum shall be equitably adjusted by Change Order upon claim by the Company.
7. **INFORMATION AND SERVICE REQUIRED OF THE BUYER**
  - a. The Buyer shall furnish all necessary surveys describing the physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site.
  - b. The Buyer shall secure and pay for all necessary surveys, studies, approvals, easements, assessments, notices, and permits required for the construction and use of permanent structures or for permanent changes to existing facilities.
  - c. Information or services under the Buyer's control shall be furnished by the Buyer with reasonable promptness to avoid delay in the orderly progress of the work.
  - d. Roof or wall openings, flashing, and counter flashing shall be furnished by the Buyer.
  - e. Electric, water, steam, fuel, compressed air, storm/sanitary drain, and other utility sources or connections shall be furnished by the Buyer.
  - f. Labor and material required to make connection between the equipment furnished under the contract and the utilities shall be provided by the Buyer.
  - g. Labor and material required to make field connections between equipment components (except reconnection of items dismantled for shipment) shall be provided by the buyer.
  - h. Site access and site conditions to allow for unimpeded use of installation equipment is the responsibility of the Buyer.
  - i. The Buyer shall secure and pay for all testing required by Local, State, and Federal Regulations
8. **SERVICE WARRANTY**

Company warrants all service performed hereunder to be performed in a workmanlike manner and free from defects in workmanship upon completion. Company's obligation and Buyer's sole remedy, hereunder shall be limited to repair by Company of any defects discovered and reported in writing to company within 90 days after completion of services hereunder, without charge to Buyer, or (at Company's option) return of the contract price for such defective devices.
9. **EQUIPMENT AND PARTS WARRANTY**

Company's obligation, and Buyer's sole remedy relative to equipment and parts warranty by manufacturers thereof, is to secure manufacturer's warranty on behalf of Buyer, and assist Buyer in the presentation of any warranty claim, but Company makes no warranty in addition thereto.
10. **ACCEPTANCE AND GOVERNING PROVISIONS**

This writing constitutes an offer by the Company to sell products and/or services described herein and expires upon written notice or thirty (30) days from this date, whichever occurs first. This offer is, however, entirely contingent upon acceptance by Company's supplier of a corresponding purchase order from Company. Acceptance of this offer is limited to the terms and conditions hereof, and any such other matter in buyer's forms or correspondence shall not become part hereof and same shall not be binding upon Company unless agreed to in writing, signed by an Officer of the Company. When accepted by Buyer, this writing shall constitute the entire agreement between Company and Buyer on the subject hereof, except as amended by a writing signed by Company. This offer and any agreement arising out of it shall be governed by and construed in accordance with the internal laws of the State of Texas.

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

John Marcanti, 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

**SERVICE AGREEMENT NO. 012413**  
**CLOSED CIRCUIT AUDIO/VIDEO SYSTEM**  
**ULTIMATE PRESENTATION SYSTEMS, INC.**

**THIS AGREEMENT**, made and entered into this 06<sup>TH</sup> day of FEBRUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Ultimate Presentation Systems, inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide for the services 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 Gila County Courts Director of Court Information Systems or designee. All work must be performed in conformance with industry standards and best practices.

***Scope of Work:***

Refer to Attachment "A", by mention made a binding part of this Agreement as set forth herein.

***Fee Schedule***

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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation  
Employers' Liability

Statutory

|                         |           |
|-------------------------|-----------|
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACCORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** or email to [dsgroi@co.gila.az.us](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:** The term of the agreement shall commence upon the date Service Agreement No. 012413 is signed by the Gila County Manager and terminate sixty (60) days thereafter, unless canceled or extended as otherwise provided herein.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed ~~\$7,485.32~~ for completion of the service as described in Article 1 - Scope of Services.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

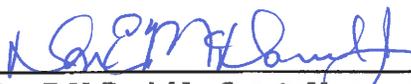
All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** two (2) identical counterparts of **Contract No. 012413**, each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

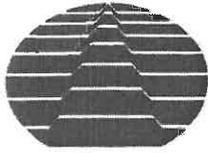
  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

2/6/13  
\_\_\_\_\_  
Date

**ULTIMATE PRESENTATION SYSTEMS, INC.**

  
\_\_\_\_\_  
Signature

Mike Reese  
\_\_\_\_\_  
Print Name



**Ultimate**  
Presentation Systems, inc.

## Price Quotation

**Eloise 'Ellie' Price, PMP**

Director, Court Information Systems  
Gila County Courts  
1400 E. Ash  
Globe, AZ 85501

Ph: 928-402-8680  
Cell: 928-200-1139  
email: [eprice@courts.az.gov](mailto:eprice@courts.az.gov)

Today's Date: 1/7/2013  
Approx. Del: TBD  
Valid Through: 9/14/2013  
Terms: Net 30  
Quote Date: 11/26/2012  
Project: Security

| <u>Quantity</u> | <u>Description</u>                  | <u>Unit</u> | <u>Cost</u>     |
|-----------------|-------------------------------------|-------------|-----------------|
| 2               | Pentax Color Cameras w/Lenses/Domes | 192.13      | 384.26          |
| 2               | Power Supplies 12v                  | 24.31       | 48.62           |
| 2               | DVR's 500gb / Audio DW-VF4          | 649.00      | 1,298.00        |
| 2               | Blonder Tongue BAVM Modulators 60db | 185.00      | 370.00          |
| 1               | Combiners/Attenuators               | 82.00       | 82.00           |
| 1               | Cabling and Wall Plates             | 1,080.00    | 1,080.00        |
| 1               | Misc. Hardware                      | 182.00      | 182.00          |
| 1               | Labor                               | 3,320.00    | 3,320.00        |
|                 | Sub Total                           |             | 6,764.88        |
|                 | Tax                                 | 9.70%       | 656.19          |
|                 | Freight                             |             | 64.32           |
|                 | <b>Total</b>                        |             | <b>7,485.39</b> |

## Scope of Work

- I. Cameras
  - A. Courtroom A & B
    - 1. Replace Existing Cameras
    - 2. Color Camers
- II. DVR's
  - A. Courtrooms A & B
    - 1. Replace existing VCR's
    - 2. Pass through Audio
      - a. One Channel of Audio per Court
- III. Modulators
  - A. Courtroom A & B
    - 1. Modulate Video and Audio from each court room system
      - a. Send signal to Head End Room
      - b. Attenuators where needed
      - c. +55 DB Gain
- IV. Distribution
  - A. Use existing splitters in Head End Room
  - B. Use new combiner to Combine Courtrooms A & B
  - C. Use Attenuators to match levels
  - D. New Locations
    - 1. 1st Floor (2) Clerk of the Courts Offices
    - 2. 1st Floor County Attorney's Office
    - 3. Run cabling to new locartions
- V. Client Provided
  - A. All power
  - B. Additional Displays (TV's with tuners)
- VI. Recommendation
  - A. Provide a monitor for each equipment closet
    - a. VGA monitor or Composite video monitor
      - i. VGA will be least expensive

If you have any questions please give me a call.



Mike Reese

## SEVEN J'S LLC LEASE AGREEMENT FOR BONANZA SQUARE

This lease is made between: **Seven J's LLC** (herein called the Lessor) and Gila County doing business as Gila County Division of Health and Emergency services, 5515 South Apache Avenue, Suite 100, Globe, AZ 85501, (herein called the Lessee). Lessee hereby offers to lease from Lessor the premises situated in the city of **Payson**, County of **Gila**, State of **AZ**, described as: **200 West Frontier Street, Units #7**, upon the following **TERMS** and **CONDITIONS**:

**1) Term and Rent:** Lessor to lease to Lessee the above premises for a term of three (3) years commencing on February 01<sup>st</sup>, 2013 and expiring on January 31<sup>st</sup>, 2016 as provided herein. Lessee shall pay to Lessor, without deduction or offset and prior to notice or demand and for the use and occupancy of the leased premises, a monthly rental of **\$600.00**, plus the current State of Arizona commercial lease transaction privilege tax for your location, which is 2.62% as of the November 2012 tax schedule issued by the Arizona Department of Revenue, payable in advance or by the 1<sup>st</sup> day of each and every month thereafter for the first twelve (12) months of the lease term.

Beginning on February 01, 2014 to January 31, 2015 a monthly rental payment of \$618.00 plus applicable tax.

Beginning on February 01, 2015 to January 31, 2016 a monthly rental payment of \$636.54 plus applicable tax.

**1a) Option to Renew....** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of five (5) years commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be of \$700.00. The lease option shall be exercised by written notice given to Lessor not less than 60 days prior to the expiration of the initial lease term.

**1b)** Lessor acknowledges that the Lessee is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event the public funds are unavailable and are not appropriated for the performance of the Lessee's obligations under this contract, then this contract shall automatically expire without penalty to Lessor after written notice to Lessee of the unavailability and non-appropriation provisions and not for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

**( A )** All rental payments shall be made to Lessor, at the following address:  
**Seven J's LLC, PO Box 13108, Chandler AZ 85248**

**( B ) Late Payments:** Any rent payment not received by Lessor within five (5) days of its due date shall be subject to a late fee of ten dollars (**\$10**) per day, retroactive to the actual due date. This Late Fee shall accrue until rent payment and accumulative Late Fees are received by Lessor.

**2) Use:** Lessee shall use the premises solely for Gila County Division of Health and Emergency Services operations.

**4) Care and Maintenance of Premises:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at Lessee(s) own expense and at all times, maintain and repair the premises in good and safe condition, including: but not limited to: ( **plumbing, telephone lines, cable / internet lines, light bulbs, walls, ceilings, carpeting...** ) and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs and maintenance required, excepting the ( **roof, exterior walls, and structural foundation, heating and Swamp Coolers** ). All repairs and maintenance are to be made by licensed contractors / repairmen, however, Gila County maintenance crews may perform routine repairs and maintenance.

INITIAL 

**5) Alterations:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements, in, to or about the premises.

**6) Ordinances and Statutes:** Lessee shall, at Lessee's sole cost comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, pertaining to the use of said premises and shall faithfully observe in said use all municipal ordinances, state and federal statutes now in force or which may hereafter be in force and observe and maintain all Environmental standards.

**7) Assignment and Subletting:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and at the option of the Lessor, may terminate this lease.

**8) Entry and Inspection:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same and will permit Lessor at any time within sixty days prior to the expiration of this lease, to place upon the premises any usual.. To Let .. or ..For Lease .. signs and permit persons desiring to lease the same to inspect the premises thereafter.

**9) Possession:** If Lessor is unable to deliver possession of the premises at the commencement of this lease, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 5 days of the commencement of the lease term hereof.

**10) Indemnification of Lessor:** Lessor shall not be liable for any loss, damage or injury of any kind, to any person, including Lessee, Lessee(s) family and Lessee(s) customers or property arising from any use of the Leased Premises, or caused by or arising from any act or omission of Lessee, Lessee(s) family, Lessee(s) customers / guests or any other person or by or from an accident on the premises or any fire or other casualty or occasioned by the failure of Lessee to maintain /repair the Leased Premises or by Lessee(s) breach of obligations under Lease.

**11) Insurance:** The Lessee is required to maintain commercial general liability insurance coverage's on their operations of their business during the lease term in the amount of \$1,000,000 or more. The lessee is required to maintain tenant fire legal liability in the amount of \$1,000,000 or more. Lessor shall be named as additional insured on Lessee's insurance coverage and be provided with copy of certificate of insurance. The lessee is responsible to maintain property insurance coverage's on their business personal property and for any improvements that they make to the leased unit.

**12) Eminent Domain:** If the premises or any part thereof or any estate therein or any other part of the building materially affecting Lessee(s) use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures, improvements owned by the Lessee and for moving expenses.

**13) Destruction of Premises.....**In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at Lessor(s) option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

INITIAL     

**14) Lessor(s) Remedies on Default:** If Lessee defaults in the payment of rent or any additional rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 10 days notice to Lessee. On the date specified in such notice the term of this lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**15) Utilities:** All applications and connections for necessary utility services on the demised premise shall be made in the name of the Lessee only and Lessee shall be solely liable for utility charges as they become due except for water, sewer and trash removal.

**16) Security Deposit.....** Lessee shall deposit with Lessor on the signing of this lease the sum of (waived) as security deposit for the performance of Lessee(s) obligations under this lease, including without limitation, the surrender of possession of the premises to Lessor as herein provided. If Lessor, applies any part of the deposit to cure any default of Lessee, Lessee shall deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

**17) Tax Increase.....**In the event there is any increase or decrease during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, or under the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, or decreased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to **50 per-cent (prorated based on your square footage leased)** of the increase in taxes upon the land and building in which the leased premises are situated. In the event there is a decrease in taxes, Lessee shall deduct a credit amount equal to 50 per-cent (prorated based on the square footage leased) from rent owed until such total credit amount is realized by Lessee. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

**18) Common Area Expenses.....**The demised premises is situated in a commercial building(s), center, complex, etc., in which there are common areas. **Lessee will not pay common area expenses.**

**19) Attorney(s) Fees.....**In case suit should be brought for recovery of the premises or for any sum due hereunder or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney(s) fee.

**20) Notices.....** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises or Lessor at the address : **Seven J's LLC, PO Box 13108, Chandler AZ 85248** or at such other places as may be designated by the parties from time to time.

**21) Heirs, Assigns, Successors.....**This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

**(22) Subordination.....**This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**23) Exterior Signage...** All exterior signage must be pre-approved by Lessor and Lessor will retain the sole authority to authorize any new or existing signage. It will be the Lessee's responsibility to provide, replace, repair and maintain any approved signage.

**24) Parking....** No extended overnight parking permitted. Lessee vehicles violating this will be towed at the lessee expense. Lessee will request and receive permission from Lessor before assigning any parking spaces.

INITIAL

**25) Entire Agreement.....**The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties execution hereof: NO EXHIBITS

**26) Waiver....** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

LESSOR Seven Js LLC

Authorized Signature:

Signed: Joseph T. DeRose Date: 1/30/13  
Joseph. T. DeRose

Title: Managing Partner

Mailing address: **Seven J's LLC PO Box 13108, Chandler, AZ 85248**

LESSEE: **Gila County Division of Health and Emergency Services**

Authorized Approval Signature:

**GILA COUNTY:**

Signed: Don E. McDaniel Jr. Date: 2/6/13

Name: Don E. McDaniel Jr., County Manager

**APPROVED AS TO FORM:**

Signed: Bryan B. Chambers Date: February 1, 2013

Name: Bryan B. Chambers, Deputy County Attorney

for Bradley D. Beauchamp, County Attorney



**AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**SERVICE AGREEMENT NO. 121811  
SHERIFF'S OFFICE APPLIANCE SERVICE AND REPAIR**

**SERVICE PLUS, INC.**

Effective January 25, 2012, Gila County and Service Plus, Inc. entered into a service agreement whereby Service Plus, Inc. agreed to provide for the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building and the Roosevelt Sheriff's Sub-Station. Per Article 14 - Term, of the service agreement, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

The service agreement expires December 31, 2012. Per page 6, Article 14 - Term, of the service agreement, the County shall have the right, at its sole option, to renew the service agreement for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the service agreement term for one (1) year from January 01, 2013, to December 31, 2013.

Contractor will continue to bill for services pursuant to the Contractor Fee's in Article 1 - Scope of Services of original Service Agreement No. 121811, but in no event shall charges for the January 01, 2013 to December 31, 2013 extension exceed \$5,500.00 without prior written agreement of the County.

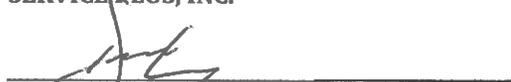
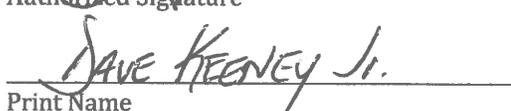
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the service agreement.

**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   01   day of   FEBRUARY  , 2012:   2013  .

**GILA COUNTY**

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

**CONTRACTOR  
SERVICE PLUS, INC.**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Print Name



**PRODUCTION BASED INCENTIVE PHOTOVOLTAIC SYSTEM  
INSTALLATION & COMMISSIONING CERTIFICATE**

Tioga Solar Gila, LLC

Tioga Energy, Inc. ("Dealer") has sold to           ^           ("Owner"), a certain Solar Photovoltaic System (the "System").           ^           ("Installer") has installed, on behalf of Tioga Solar Gila, LLC ("Owner"), the System on Customer's property located at Globe Courthouse: 1400 Ash St, Globe, AZ 85501

Dealer, Installer and Customer, by their signatures below, certify that the following information relating to the System is true and accurate to the best of their knowledge following a reasonable opportunity to inspect the System:

1. The legal name and business address of the Installer is: Kitchell Contractors, Inc. of Arizona  
1707 E. Highland Ave. Phoenix, AZ 85016

Arizona Registrar of Contractors License # is: 067969

2. The Commissioning of the System occurred on: 12/4/2012

3. The legal name and business address of the Dealer is: Tioga Solar, Inc.  
123 Mission Street, 9th Floor, San Francisco, CA 94105

4. **Installer Initials**            All equipment installed and/or used in connection with the PV System has been approved by the manufacturer of the PV System for installation or use with the PV System. Installation of the PV System was completed in accordance with all applicable manufacturers' specifications and APS Interconnection Requirements, and APS Renewable Energy Incentive Program requirements.

5. The inverter and PV modules for the PV System are new and have not been previously placed in service in any other location or for any other application.  Yes  No

**6. Payment to Third Party (if applicable)**

I authorize APS to issue Credit Purchase funds to the following installer, dealer, manufacturer, or owner on my behalf, as payment toward the cost and/or installation of my System. I acknowledge and agree that payment made by APS to the payee specified below shall satisfy APS' payment obligation to me in connection with Reservation # 17914 and that, once made, APS shall have no further obligation whatsoever to me.

I authorize all incentive payments to be issued to the party specified below unless and until I authorize in writing incentive payment to be issued to any other third party entity. Furthermore, I make the following representations regarding the payment to the third party specified below:

(a) The third party payee is Tioga Solar Gila, LLC, system owner; and

(b) All prior payees, if any, have released any and all claims that they may have to the Credit Purchase funds described herein and therefore no other valid claims for such funds may be asserted.

Payee, by its signature below, acknowledges that customer may, at any time, instruct APS in writing to issue payment to another third party entity and agrees that APS may make incentive payment in accordance with any such subsequent instructions.

Payee Name Tioga Solar Gila, LLC

Address 123 Mission Street, 9th Floor, San Francisco, CA 94105

Third Party/Payee Signature [Signature] Date 1/30/13

Customer Signature [Signature] Date 2/6/13

**7. Total Project Cost**

Total APS lifetime incentive payments will be paid based on production in accordance with the CPA terms, but are limited to 50 percent of your Total Project Cost (for projects approved during the 2011 program year).

Est. system and installation cost \$984,602.34 + Est. financing cost\* \$1,058,533.64 = Est. Total Project Cost\*\* \$2,043,135.98

\*Financing cost is limited to actual financing cost up to Prime + 5 % and will be validated upon System installation.

\*\*Total Project Cost is defined in the Credit Purchase Agreement ("CPA") and may include eligible financing, if applicable.

Above Total Project Cost x 50% = \$1,021,567.99 lifetime incentive payment cap.

8. Installer and dealer confirm that there is no balance by the customer.
9. Dealer and Installer agrees that no material differences exist between the PV System as described in the Reservation Application, Terms and Conditions for the Interconnection of Commercial PV System to the APS Distribution System and Receipt of Credit Purchase Payment, the Equipment Information Form and the PV System as actually installed.
10. The initial meter read(s) for the PV System is 0.
11. Customer has been issues a manufactures warranty of at least twenty year warranty for the PV modules.
12. Customer has been provided with a manufactures warranty of at least five years for the inverter. The remaining operational life has been supported by a planned maintenance or equipment replacement schedule.
13. The system was installed in accordance with the horizontal tilt angle, azimuth angle and shading factor as was specified in the Non-Residential Grid Tied PV Application.

### COMMISSIONING CERTIFICATE

**Customer Details:**

Name: **Gila County**

Correspondence Address: **Globe Courthouse: 1400 Ash St, Globe, AZ 85501**

Installation Address: (if different)

**Installer Details:**

Installer Company Name: **Kitchell Contractors, Inc. of Arizona**

Accreditation No. **N/A**

Address: **1707 E. Highland Ave. Phoenix, AZ 85016**

Telephone: **(602) 222-5300**

Email Address: **gpatzer@kitchell.com**

Website: **www.kitchell.com**

Installation carried out by:

(if different from above)

**System Details:**

Panel Manufacturer: **Yingli**

System Size (kWac): **200 kWac**

Model#: **YL275P-35b, YL280P-35b, YL285P-35b**

Inverter Manufacturer: **PVPowered**

Model #: **PVP100**

Gila (**Participant Acronym used in CPA "Participant"**) (Seller) hereby certifies that the photovoltaic system installed on its property (the "System") has been installed and commissioned at the above-referenced address. **Participant** certifies that the following conditions precedents to commercial operation of the System have been satisfied:

1. **Participant** has obtained and is in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, the Participant has provided certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
2. **Participant** has an established rate schedule either pursuant to a fully executed SCS or by application of a pre-approved APS rate schedule, which **Participant** shall specifically delineate;
3. The System was installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
4. **Participant** has executed an Interconnection Agreement and the System meets all applicable interconnection requirements;
5. **Participant** has installed meter sockets acceptable to APS;
6. **Participant** has installed the necessary dedicated phone lines;
7. The System meets the Equipment Qualifications identified in Exhibit E attached to the Contract;
8. The System is operating correctly; and
9. **Participant** further certifies that it has title to and ownership of all RECs associated with the energy produced by the System and is legally able to transfer ownership of such RECs to APS in connection with the Contract and has provided documentation of such title and ownership to APS as requested by APS in its sole discretion.

I certify that all statements made in this Certificate are correct to the best of my knowledge and that I have the authority to bind **Participant** to the statements made herein.

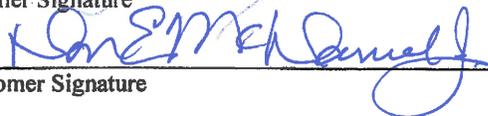
Reservation # 17914

  
\_\_\_\_\_  
Dealer Signature

1/30/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Installer Signature

.....  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Customer Signature

2/4/13  
\_\_\_\_\_  
Date

**\*Please submit a Final PAID invoice confirming final panel count, PV System purchase price, payment (Paid in full, less any assigned APS incentive payment), and installation by an Arizona licensed contractor along with Installation & Commissioning Certificate form to:**  
  
**Commercial-Incentives@aps.com**

**ACKNOWLEDGMENT OF RECEIPT:  
ARIZONA PUBLIC SERVICE COMPANY  
("APS")**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**PRODUCTION BASED INCENTIVE PHOTOVOLTAIC SYSTEM  
INSTALLATION & COMMISSIONING CERTIFICATE**

Tioga Solar Gila, LLC

Tioga Energy, Inc. ("Dealer") has sold to           ^           ("Owner"), a certain Solar Photovoltaic

Kitchell Contractors, Inc. of Arizona

System (the "System").           ^           ("Installer") has installed, on behalf of Tioga Solar Gila, LLC

("Owner"), the System on Customer's property located at Central Heights Complex: 5515 Apache Ave, Globe, AZ 85501

Dealer, Installer and Customer, by their signatures below, certify that the following information relating to the System is true and accurate to the best of their knowledge following a reasonable opportunity to inspect the System:

1. The legal name and business address of the Installer is: Kitchell Contractors, Inc. of Arizona

1707 E. Highland Ave. Phoenix, AZ 85016

Arizona Registrar of Contractors License # is: 067969

2. The Commissioning of the System occurred on: 12/4/2012

3. The legal name and business address of the Dealer is: Tioga Solar, Inc.

123 Mission Street, 9th Floor, San Francisco, CA 94105

4. **Installer Initials**   S   All equipment installed and/or used in connection with the PV System has been approved by the manufacturer of the PV System for installation or use with the PV System. Installation of the PV System was completed in accordance with all applicable manufacturers' specifications and APS Interconnection Requirements, and APS Renewable Energy Incentive Program requirements.

5. The inverter and PV modules for the PV System are new and have not been previously placed in service in any other location or for any other application.  Yes  No

6. **Payment to Third Party (if applicable)**

I authorize APS to issue Credit Purchase funds to the following installer, dealer, manufacturer, or owner on my behalf, as payment toward the cost and/or installation of my System. I acknowledge and agree that payment made by APS to the payee specified below shall satisfy APS' payment obligation to me in connection with Reservation # 18703 and that, once made, APS shall have no further obligation whatsoever to me.

I authorize all incentive payments to be issued to the party specified below unless and until I authorize in writing incentive payment to be issued to any other third party entity. Furthermore, I make the following representations regarding the payment to the third party specified below:

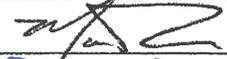
(a) The third party payee is  
Tioga Solar Gila, LLC, system owner; and

(b) All prior payees, if any, have released any and all claims that they may have to the Credit Purchase funds described herein and therefore no other valid claims for such funds may be asserted.

Payee, by its signature below, acknowledges that customer may, at any time, instruct APS in writing to issue payment to another third party entity and agrees that APS may make incentive payment in accordance with any such subsequent instructions.

Payee Name Tioga Solar Gila, LLC

Address 123 Mission Street, 9th Floor, San Francisco, CA 94105

Third Party/Payee Signature  Date 1/30/13

Customer Signature  Date 2/6/13

**7. Total Project Cost**

Total APS lifetime incentive payments will be paid based on production in accordance with the CPA terms, but are limited to 50 percent of your Total Project Cost (for projects approved during the 2011 program year).

Est. system and installation cost \$842,674.14 + Est. financing cost\* \$905,948.41 = Est. Total Project Cost\*\* \$1,748,622.55

\*Financing cost is limited to actual financing cost up to Prime + 5 % and will be validated upon System installation.

\*\*Total Project Cost is defined in the Credit Purchase Agreement ("CPA") and may include eligible financing, if applicable.

Above Total Project Cost x 50% = \$874,311.28 lifetime incentive payment cap.

- 8. Installer and dealer confirm that there is no balance by the customer.
- 9. Dealer and Installer agrees that no material differences exist between the PV System as described in the Reservation Application, Terms and Conditions for the Interconnection of Commercial PV System to the APS Distribution System and Receipt of Credit Purchase Payment, the Equipment Information Form and the PV System as actually installed.
- 10. The initial meter read(s) for the PV System is 0.
- 11. Customer has been issues a manufactures warranty of at least twenty year warranty for the PV modules.
- 12. Customer has been provided with a manufactures warranty of at least five years for the inverter. The remaining operational life has been supported by a planned maintenance or equipment replacement schedule.
- 13. The system was installed in accordance with the horizontal tilt angle, azimuth angle and shading factor as was specified in the Non-Residential Grid Tied PV Application.

**COMMISSIONING CERTIFICATE**

**Customer Details:**

Name: **Gila County**

Correspondence Address: **1400 Ash St, Globe, AZ 85501**

Installation Address: (if different) **Central Heights Complex: 5515 Apache Ave, Globe, AZ 85501**

**Installer Details:**

Installer Company Name: **Kitchell Contractors, Inc. of Arizona**

Accreditation No. **N/A**

Address: **1707 E. Highland Ave. Phoenix, AZ 85016**

Telephone: **(602) 222-5300**

Email Address: **gpatzer@kitchell.com**

Website: **www.kitchell.com**

Installation carried out by:

(if different from above)

**System Details:**

Panel Manufacturer: **Yingli**

System Size (kWac): **175 kWac**

Model#: **YL275P-35b, YL285P-35b**

Inverter Manufacturer: **PVPowered**

Model #: **PVP100, PVP75**

GC (Participant Acronym used in CPA "Participant") (Seller) hereby certifies that the photovoltaic system installed on its property (the "System") has been installed and commissioned at the above-referenced address. Participant certifies that the following conditions precedents to commercial operation of the System have been satisfied:

1. Participant has obtained and is in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, the Participant has provided certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
2. Participant has an established rate schedule either pursuant to a fully executed SCS or by application of a pre-approved APS rate schedule, which Participant shall specifically delineate;
3. The System was installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
4. Participant has executed an Interconnection Agreement and the System meets all applicable interconnection requirements;
5. Participant has installed meter sockets acceptable to APS;
6. Participant has installed the necessary dedicated phone lines;
7. The System meets the Equipment Qualifications identified in Exhibit E attached to the Contract;
8. The System is operating correctly; and
9. Participant further certifies that it has title to and ownership of all RECs associated with the energy produced by the System and is legally able to transfer ownership of such RECs to APS in connection with the Contract and has provided documentation of such title and ownership to APS as requested by APS in its sole discretion.

I certify that all statements made in this Certificate are correct to the best of my knowledge and that I have the authority to bind Participant to the statements made herein.

Reservation # 18703

  
\_\_\_\_\_  
Dealer Signature

1/30/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Installer Signature

.....  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Customer Signature

2/6/13  
\_\_\_\_\_  
Date

**\*Please submit a Final PAID invoice confirming final panel count, PV System purchase price, payment (Paid in full, less any assigned APS incentive payment), and installation by an Arizona licensed contractor along with Installation & Commissioning Certificate form to:**

**[Commercial-Incentives@aps.com](mailto:Commercial-Incentives@aps.com)**

**ACKNOWLEDGMENT OF RECEIPT:  
ARIZONA PUBLIC SERVICE COMPANY  
("APS")**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_