PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, MARCH 19, 2013 - 10:00 AM

1 Call to Order - Pledge of Allegiance – Invocation

2 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to adopt Resolution No. 13-03-02 approving the designation of the portions of the San Carlos Apache Indian Reservation within Gila County as a Colonia. **(Marvin Mull & Charles Russell)**

B Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submission of a Grant Application in the amount of $43,000 that is entitled "Gila County Payson Sub-Station Communication Project" to the Arizona Department of Homeland Security. **(Tim Scott)**

C Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submission of a Grant Application in the amount of $35,295 that is entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security. **(John France)**

D Information/Discussion/Action to approve Service Agreement No. 083112-1 between Gila County Division of Community Services, Housing Services, and Rodriguez Constructions, Inc. for Weatherization Project No. HH7469 whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Miami for a fee of $72,269.76, with all work to be completed by May 19, 2013. **(Malissa Buzan)**

E Information/Discussion/Action to approve a Memorandum of Agreement between Gila County and the United States Army, Partnership for Youth Success (PaYS) Program, to provide an opportunity to qualified veterans to interview for an open position within Gila County and to allow the ARMY PaYS website to display the Gila County logo as a member of the ARMY PaYS Program. **(Berthan DeNero)**

F Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 110812 for the purchase of chips, ABC, and asphalt for the Copper Region and Timber Region; award the Timber Region of Bid No. 110812 to the lowest, responsible and qualified bidder contingent upon that bidder agreeing to sign Amendment No. 1 to the Award Contract; and authorize the Chairman's signature on the Award Contract and Amendment No. 1 to the Contract for the winning bidder. **(Joseph Heatherly)**

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 of Delegation Agreement No. EV12-0053 between the Gila County Community Development Division, Gila County Health and Emergency Services Division and the Arizona Department of Environmental Quality (ADEQ) to delegate function of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties effective 30 days after ADEQ approval/signature through June 30, 2050.

B Approval of the reappointments of Judge Gary V. Scales and Judge Judith A. Joseph as Judges Pro Tempore for the Superior Court in Gila County for the period of July 1, 2013, through June 30, 2014.

C Approval to adopt Resolution 13-03-01 authorizing the County's funding match requirement of $250 in order for the Gila County Probation Department to receive $1,000 of additional FY 2012-2013 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

D Approval of a request by the Greater Arizona Bicycling Association, Inc. to use the Gila County Courthouse parking area in Globe as a rest stop for a bike race on May 4 & 5, 2013.

E Approval of Amendment No. 1 to Contract No. Gila 10101 between Gila County and Central Arizona College to increase the contract amount from $630,336 to $775,219 which will allow for the continued provision of Workforce Investment Act Youth Services for the Gila-Pinal Workforce Investment Area.

F Approval for Gila County Community Services, Housing Services, to submit a response to Request for Proposal No. 2014-01-13 issued by the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, for PGCSC to allocate funding in the amount of $6,320 to Gila County which will be used to provide minor home repairs to eligible citizens residing in Gila County for the period July 1, 2013, through June 30, 2014.

G Approval of an Intergovernmental Agreement (Contract No. ADHS13-041539) between Gila County and the Arizona Department of Health Services on a fee for service basis which will allow the Gila County Health Department to continue to provide Immunization Program services for the period of January 1, 2013, through December 31, 2017.

H Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-031248) between Gila County and the Arizona Department of Health Services changing the Scope of Work section of the contract effective October 1, 2012, to provide HIV Prevention Program services through June 30, 2017.

I Approval to re-advertise an Invitation for Bids (No. 110812-1) for the purchase of chips, ABC and asphalt for the Copper Region.

J Approval of Amendment No. 1 to Gila County Contract No. 011013, Weatherization Project No. HH#152-12-03, between the Gila County Community Services Division and Noble Building L.L.C., to increase the contract amount by $6,000, for additional roof structure support, for a total contract amount of $53,385.66.

K Authorization of the Chairman's signature on U.S. Department of Agriculture Forest Service Amendment No. 2 for Special-Use Authorization which will expire on December 31, 2019, concurrent with the permit expiration date, with regard to the Forest Service dumping fees at the Buckhead Mesa Landfill.

L Approval of Gila Monsters Go-Kart Club's request to use the Go-Kart Track at the Fairgrounds for the period of April 1, 2013, through September 22, 2013, with a waiver of fees.

M Acknowledgment of the January 2013 monthly activity report submitted by the Recorder's Office.

N Approval of the February 26, 2013, and the March 5, 2013, BOS meeting minutes.

O Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of February 11, 2013, to February 15, 2013; and February 18, 2013, to February 22, 2013.

P Approval of finance reports/demands/transfers for the weeks of March 12, 2013, and March 19, 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

ARF-1723 **Regular Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For: Don McDaniel Jr., County Manager

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

Department: County Manager

Information

Request/Subject

Resolution No. 13-03-02 approving Colonia designation for the San Carlos Apache Indian Reservation (within Gila County).

Background Information

A community which is a "Colonia" as defined by the United States Department of Agriculture exists on the San Carlos Apache Indian Reservation in Gila County Arizona.

Incorporated and unincorporated communities within the County that lack adequate potable water supplies, adequate sewage systems, and/or decent, safe and sanitary housing are eligible for designation as a Colonia.

The San Carlos Apache Indian Reservation Tribal Council adopted Resolution No. FB-13-041 on February 24, 2013, which re-affirms Resolution No. FB-99-020 for the purpose of retaining the Tribe's "Colonia" designation to facilitate the use of community water and/or waste disposal system and to remain eligible for funding under the USDA Water and Waste Disposal (WWD) grants authorized by Section 306(b) of the Consolidated Farm and Rural Development Act (7U.S.C. 1926), as amended.

Evaluation

Charles Russell, Director of Tribal Transportation, has requested Gila County to adopt a resolution approving the Colonia designation on that portion of the reservation within Gila County. The reservation does lack adequate water and waste water disposal systems. This designation is necessary before certain state and federal funds can be made available to improve their infrastructure and housing conditions on the reservation.

Conclusion

The San Carlos Apache Indian Reservation does lack adequate water and/or waste water disposal systems as well as decent, safe and sanitary housing. Consequently, the Board of Supervisors should approve the designation of the San Carlos Reservation within Gila County as a Colonia.

Recommendation

The San Carlos Apache Indian Tribe has requested and the Gila County staff recommends that the Board of Supervisors adopt Resolution No. 13-03-02 approving Colonia Designation for the portion of the San Carlos Apache Indian Reservation within Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-03-02 approving the designation of the portions of the San Carlos Apache Indian Reservation within Gila County as a Colonia. **(Marvin Mull & Charles Russell)**

Attachments

Resolution No. 13-03-02 San Carlos Portions as a Colonia

RESOLUTION NO. 13-03-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS APPROVING THE DESIGNATION OF THE PORTIONS OF THE SAN CARLOS APACHE INDIAN RESERVATION WITHIN GILA COUNTY AS A "COLONIA."

WHEREAS, a "Colonia" community as defined by the United States Department of Agriculture does exist on the San Carlos Apache Indian Reservation within Gila County, Arizona; and

WHEREAS, incorporated and unincorporated communities within the County that lack adequate water and/or waste water disposal and decent, safe and sanitary housing are eligible for designation as a Colonia; and

WHEREAS, the San Carlos Apache Indian Reservation was previously designated as a Colonia and is seeking to retain that designation; and

WHEREAS, designation as a Colonia is necessary to obtain certain state and federal funds to improve infrastructure and housing within the San Carlos Reservation community.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Gila County Board of Supervisors approves the designation of the Gila County portions of the San Carlos Apache Indian Reservation as a Colonia because it lacks adequate potable water, adequate waste water disposal and/ or decent, safe and sanitary housing.

PASSED AND ADOPTED this 19th day of March 2013, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

ARF-1715 **2- B**

Regular BOS Meeting

Meeting Date: 03/19/2013

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 Begin & End:	October 2013 to September 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

State of Arizona Department of Homeland Security Grant Application

Background Information

On February 26, 2013, the Gila County Sheriff's Office electronically submitted a Grant Application in the amount of $43,000 to the Arizona Department of Homeland Security (AZDOHS) of which the project is entitled "Gila County Payson Sub-Station Communication Project" and, if approved, the grant funds will be used to buy communication equipment.

Evaluation

When the Sheriff's Office was given notice of the grant funding opportunity, there was a very short turnaround time to meet the application deadline, which was March 1, 2013. The application was not completed in time by the Sheriff's Office to be placed on the Board of Supervisors' February 19th Regular Meeting agenda for approval to submit the grant application, and the following Regular Meeting was not scheduled until March 5th.

If this grant is awarded to the Sheriff's Office, written notification will be provided to the Sheriff's Office. The next step in the process will be for the placement of an agenda item to request the Board of Supervisors' acceptance of the grant award.

Conclusion

If the grant is awarded to the Sheriff's Office, and if the Board of Supervisors accepts the grant award, it will provide $43,000 for the purchase of communication equipment.

This project will enhance the communications capability of the Sheriff's Office with the users to include local fire districts, tribal law enforcement and state communications partners. It is imperative that the Sheriff's Office continue to submit grant applications to the Department of Homeland Security to obtain continued grant funding.

Recommendation

The Gila County Sheriff's Office recommends that the Board of Supervisors ratify its approval for the Sheriff's Office electronic submission of a Grant Application entitled "Gila County Payson Sub-Station Communication Project" to AZDOHS.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submission of a Grant Application in the amount of $43,000 that is entitled "Gila County Payson Sub-Station Communication Project" to the Arizona Department of Homeland Security. **(Tim Scott)**

Attachments

FY13 AZDOHS Grant Program Application

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #:

Applicant: Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

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

Check if Completed

Grant Workbook

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

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

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

The following tabs MUST be completed

- ☑ -Standard Data Collection Form
- ☑ -Financial System Survey
- ☑ -Budget Summary
- ☑ -Project Summary
- ☑ -FFATA Summary
- ☑ -Grant-Funded Typed Resource Report

Please check the following boxes if

- ☑ -Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

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

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

For more information on E-Verify

www.uscis.gov/E-Verify

The due date for this application is March 1, 2013 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

http://www.azdohs.gov/application2013.asp

Central Region, Phoenix UASI		East and West Regions, State Agencies		North and South Regions
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		Maryann Loya (602) 542-7062 mloya@azdohs.gov

Grant Timeline

March 1, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 15, 2013 AZDOHS reviews grant applications.

March 18 - April 12, 2013 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.
On or before September 2013 - Awards will be made to local jurisdictions and state agencies.

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

Grant Program: SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT ADMINISTRATIVE PAGE

1. Applicant Gila County Sheriff's Office

Applicant Address:

Mailing Address: PO Box 311

City/State/Zip: Globe | AZ | 85502-1465

City State Zip+4 Code

https://tools.usps.com/go/ZipLookupAction!input.action

Head of Agency Chief De | Johnny | Sanchez

Title First Name Last Name

Phone #: 928-425-4449

E-Mail Address: jgsanchez@gilacountyaz.gov

Agency's Point of Contact Information Lt | Tim | Scott

Title First Name Last Name

Phone #: 928-468-2824

Cell Phone #: 928-595-4458

E-Mail Address: tscott@gilacountyaz.gov

2. Organization Type County

3. Region or Entity: East Region

Program Initiatives

4a. Initiatives: Strengthen Interoperable Communications Capabilities

4b. Is this LETPA?:

5. Total Dollar Amount Requested: $43,000

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

1.1.0;1.1.1

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

NP5. Strengthen Interoperable Communications Capabilities

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

This is a new project with no other funding sources idenfified

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

yes: priority 1 installation of all new 1/2 inch harline cable for each antenna, all new antennas, ice bridge to communications shelter, new grounding bars installed on tower, outside building and inside building all connnected to single grounding point $22,000. priority 2, trenching and install conduits between comm shelter and main building for cat 5/6 ethernet and recorder feed lines $5,000, Priority 3 relocation of existing radios and equipment into comm shelter with 2 more IP-224 and duplexer for jail repeater system $16,000

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

The Sheriff's Office Communications centers serves regional law enforcement, fire departments, tribal and other regional communications centers. None of the regional agencies are directly involved in this application as partners.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

PROJECT NARRATIVE

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

This project is to enhance the communications capability of the Sheriff's Office with our users to include local fire districts, tribal law enforcement and state communications partners. We currently have a dedicated communications shelter that was just completed and want to move all necessary equipment into the shelter and get the equipment out of a bad location which is subject to water disasters from broken pipes and put it is a secure limited access structure. populating the new tower will allow better seperation between antennas and a greater ability to communicate with less interference.

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

Once completed, system maintenance will be provided by Sheriff's Office budget or through any grant funds identified or available.

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

Grounding of the tower will be compelted prior to grant funding use to proceed with finalization of project.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.
To learn more about the State Homeland Security Strategy, refer to the following website:
http://www.azdohs.gov/Grants/SHSS.asp

The main State homeland Security Goal is to bolster Arizona's Communications Capability by enhancing functional regional systems in support of interoperable communications (Goal 1, Objective 1.1.0, Action Item 1.1.1). this project fulfills that goal by relocating the radio systems (that includes regional two-way communications and the AIRS interoperability channel) into a new permanent structure at the Sheriff's Office. This move will provide a secure and protected enviroment for all repeaters and equipment where it will not be subject to catistrophic failure as it is currently subjected to (ie waterline freezing and rupture). The move of all antennas will enhance user ability by seperating antennas to be more effective.

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

The goal of this project is to move the current radio system from where it is located (next to the boiler room at the Sheriff's Office) to a stand alone building where it is protected with less chance of catastrafic failure and the newer tower which is taller and has more flexability in the locating of antennas

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

The goal of this project i to move the radio equipment into a protected limited access structure which will protect the existing equipment. The shelter is climate controlled and would allow better maintainance and security of system. The current tower is not grounded and moving of the antennas and related equipment will help keep any catostrophic failure from lightning strike.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

CORE CAPABILITIES

16. From the 31 Core Capabilities please identify, from the drop down menu, no more than three Core Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Core Capability from this project. To access the Core Capabilities List click on the link below.

http://www.fema.gov/pdf/prepared/npg.pdf

http://www.fema.gov/pdf/prepared/crosswalk.pdf

Operational Communications	Enter Amount:	$43,000
Choose Core Capabilities	Enter Amount:	$0
Choose Core Capabilities	Enter Amount:	$0
This amount should equal the total amount being requested for this project.		$43,000

17. For each Core Capability selected, list the gap number as identified in the State Preparedness Report (SPR) that this project will address (Example gap number: Operational Communications, Equipment, 1- Acquire, maintain and sustain equipment). For each gap listed, provide a description of how this project will addresses that gap within your jurisdiction and/or region.

. Acquire, maintain and sustain equipment.

The core capability is to enhance the existing two-way communications as an asset to this agency for responding to disasters both natural and manmade.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2013 - September 2014. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1

Description:	Start Date	End Date
Obtain Board of Supervisor's approval to procede and arragne for vendor to begin project.	10/01/2013	12/31/2013

Milestone 2

Description:	Start Date	End Date
Plan for population of new tower and connection to Communications shelter	01/01/2014	03/31/2014

Milestone 3

Description:	Start Date	End Date
Move of current control stations and repeaters into new shelter	04/01/2014	06/30/2014

Milestone 4

Description:	Start Date	End Date
cut-over system and finalize all work, complete billing	07/01/2014	09/30/2014

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

EQUIPMENT - BUDGET NARRATIVE

For this budget narrative include any and all items that can be found on the AEL. Provide a **detailed** description of each item and how each item will be utilized. Equipment cost estimates must be listed, installation, shipping and taxes should be included in the per item cost. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, contact Michael Stidham at mstidham@azdohs.gov or (602) 542-7041.

The most current AEL can be found on the **FEMA Responder Knowledge Base** at the following link:
https://www.rkb.us/fema_grants.cfm

What is the detailed description and utilization of the equipment requested? You must provide your answer in the space below.

This project would provide a new secure shelter for radio equipment and allow for the relocation of Sheriff's Office two-way communications into that shelter

AEL #	Item Description	Quantity Requested	Cost	Total Cost
06CP-03-TOWR	population of tower, antennas, feedlins ice bridge & grounding	1	$22,000	$22,000
06CP-03-TOWR	Trenching and conduit for ethernet cables and equipment	1	$5,000	$5,000
06CP-03-TOWR	remove and reistall radio equip in new comm shelter	1	$16,000	$16,000
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
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1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
			Total	$43,000

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.
More information on the Arizona Communications Unit Training Coordination Procedure can be found at:
http://azpsic.gov/library/standards/default.htm

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

How does the requested training address a gap identified in the SPR? List the gap number from the SPR and a description of how the training addresses that gap.

Mission Area Choose Mission Area **Training Level** Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 2

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area Choose Mission Area **Training Level** Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 3

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Prevent

Training Level: Awareness

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

TOTAL TRAINING COSTS	$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx
Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment assosciated with Exercise must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000***.
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

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

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

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

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

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

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

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

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

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

PLANNING - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Planning activity must be explained in detail. **Refer to the link below for additional guidance and detailed information on allowable planning expenses/activities**. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment assosciated with Planning must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000***.
Management & Administration and Planning Information:
http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting conferences and workshops, provide the name and description of the conference(s) or workshop(s) requested. If requesting materials, you must provide a list and corresponding dollar amount for all materials requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANNING SUBTOTALS

					Total
$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment assosciated with Organization must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000***.

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

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

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

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

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

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

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

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

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

TOTAL ORGANIZATION COSTS	$0	$0	$0
TOTAL COSTS			$0

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **Applicant:** Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

MANAGEMENT AND ADMINISTRATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

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

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

http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

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

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

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

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

APPLICATION - SUMMARY

FUNDING CATEGORIES	TOTAL
EQUIPMENT	$43,000
TRAINING	$0
EXERCISE	$0
PLANNING	$0
ORGANIZATION	$0
M & A	$0
APPLICATION TOTAL	$43,000

Grant Number:

Application Number:

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

Project Summary

Local Unit of Government:	Gila County Sheriff's Office
Award Amount:	$43,000
Project Title:	Gila County Payson Sub-Station Communication Project
Project Description:	This project is to enhance the communications capability of the Sheriff's Office with our users to include local fire districts, tribal law enforcement and state communications partners. We currently have a dedicated communications shelter that was just completed and want to move all necessary equipment into the shelter and get the equipment out of a bad location which is subject to water disasters from broken pipes and put it is a secure limited access structure. populating the new tower will allow better seperation between antennas and a greater ability to communicate with less interference.
Project Type:	**Develop/enhance interoperable communication systems**
Primary Core Capability:	**Operational Communications**
HSGP Investment Supported:	**Strengthen Communications Collaboration**
HSGP Primary Goal:	**Goal 5 - Respond to Incidents**
HSGP Objective:	**Increase the ability for Arizona's essential personnel to respond to locations as needed during incidents of c**
Phoenix UASI Investment Supported:	Choose Primary Investment Supported
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2013 Budget Summary

Grant Number:

Is this LETPA? Yes

Application Number:

Allowable Planning Costs	SHSGP	UASI	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	$0	$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	$0	$0	Click Discipline
Developing related terrorism prevention activities	$0	$0	Click Discipline
Developing and enhancing plans and protocols	$0	$0	Click Discipline
Developing or conducting assessments	$0	$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	$0	$0	Click Discipline
Conferences to facilitate planning activities	$0	$0	Click Discipline
Materials required to conduct planning activities	$0	$0	Click Discipline
Travel/per diem related to planning activities	$0	$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	$0	$0	Click Discipline
Planning Totals	$0	$0	$0
Allowable Organizational Activities	**SHSGP**	**UASI**	**Choose Primary Discipline**
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	$0	$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Organizational Totals	$0	$0	$0
Allowable Equipment Categories	**SHSGP**	**UASI**	**Choose Primary Discipline**
01- Personal Protective Equipment	$0	$0	Click Discipline
02- Explosive Device Mitigation and Remediation Equipment	$0	$0	Click Discipline
03- CBRNE Operational Search and Rescue Equipment	$0	$0	Click Discipline
04- Information Technology	$0	$0	Click Discipline
05- Cyber Security Enhancement Equipment	$0	$0	Click Discipline
06- Interoperable Communications Equipment	$43,000	$0	Law Enforcement
07- Detection	$0	$0	Click Discipline
08- Decontamination	$0	$0	Click Discipline
09- Medical	$0	$0	Click Discipline
10- Power	$0	$0	Click Discipline
11- CBRNE Reference Materials	$0	$0	Click Discipline
12- CBRNE Incident Response Vehicles	$0	$0	Click Discipline
13- Terrorism Incident Prevention Equipment	$0	$0	Click Discipline
14- Physical Security Enhancement Equipment	$0	$0	Click Discipline
15- Inspection and Screening Systems	$0	$0	Click Discipline
16- Agriculture Terrorism Prevention, Response, and Mitigation Equipment	$0	$0	Click Discipline
17- CBRNE Prevention and Response Watercraft	$0	$0	Click Discipline
18- CBRNE Aviation Equipment	$0	$0	Click Discipline
19- CBRNE Logistical Support Equipment	$0	$0	Click Discipline
20- Intervention Equipment	$0	$0	Click Discipline
21- Other Authorized Equipment	$0	$0	Click Discipline
Equipment Totals	$43,000	$0	$43,000
Allowable Training Costs	**SHSGP**	**UASI**	**Choose Primary Discipline**
Overtime and backfill for emergency preparedness	$0	$0	Click Discipline
Training workshops and conferences	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Supplies	$0	$0	Click Discipline
Training Totals	$0	$0	$0
Allowable Exercise Related Costs	**SHSGP**	**UASI**	**Choose Primary Discipline**
Design, Develop, Conduct and Evaluate an Exercise	$0	$0	Click Discipline
Exercise planning workshop	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	$0	$0	Click Discipline
Implementation of HSEEP	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Supplies	$0	$0	Click Discipline
Exercise Totals	$0	$0	$0
Allowable Management & Administrative Costs	**SHSGP**	**UASI**	**Choose Primary Discipline**
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	$0	$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	$0	$0	Click Discipline
Overtime and backfill costs	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Meeting related expenses	$0	$0	Click Discipline
Authorized office materials	$0	$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	$0	$0	Click Discipline
Management & Administrative Totals	$0	$0	$0
Grand Totals	$43,000	$0	$43,000

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: Gila County Sheriff's Office

Person completing survey: Lt. Tim Scott

Date: 2/26/2013 Email: tscott@co.gila.az.us

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

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

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

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?
☑ Yes ☐ No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03
☑ Yes ☐ No

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?
☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?
☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?
☐ Yes ☑ No

6. If you answered YES to question #5 under what section of the IRS code?
☐ 501 C (3) ☐ 501 C (4) ☐ 501 C (5) ☐ 501 C (6) ☐ Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?
☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?
☐ Manual ☐ Automated ☐ Combination

9. How frequently do you post to the General Ledger?
☐ Daily ☑ Weekly ☐ Monthly ☐ Other

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

C. INTERNAL CONTROLS

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

D. PROCUREMENT

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

Grant Number:

Application Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title *(if applicable)*: Gila County Payson Sub-Station Communication Project

Agency: Gila County Sheriff's Office

Amount Requested: $43,000

Project Description: This project is to enhance the communications capability of the Sheriff's Office with our users to include local fire districts, tribal law enforcement and state communications partners. We currently have a dedicated communications shelter that was just completed and want to move all necessary equipment into the shelter and get the equipment out of a bad location which is subject to water disasters from broken pipes and put it is a secure limited access structure. populating the new tower will allow better seperation between antennas and a greater ability to communicate with less interference.

Address: PO Box 311

Globe *(City)* AZ *(State)* 85502-1465 *(Zip code)*

County: Gila

Authorized Individual:

Name: Johnny *(First Name)* Sanchez *(Last Name)*

Position / Title: Chief Deputy

Email: jgsanchez@gilacountyaz.gov

Phone: 928-425-4449 Ext.

Employer Identification Number: 866000444

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

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

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

http://gao.az.gov/onlineforms/forms/AZ_subw-9_010713-S&S.pdf

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

http://www.azredistricting.org

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

http://www.azredistricting.org

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

What is your organization's fiscal year-end date? MM 06 DD 30

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

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

Agency: Miller and Allen & Co.

Address: 5333 North 7th St. Suite 100 *(Address Line 1)*

(Address Line 2) Phoenix *(City)* AZ *(State)* 85014 *(Zip code)*

Phone Number: 602-264-3888

Fax: 602-230-0348

Arizona Department of Homeland Security

Standard Data Collection Form

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

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.
Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : Program Agency

Agency: Gila County Sheriff's Office
Address: PO Box 311
(Address Line 1)
1100 South St.
(Address Line 2)
Globe (City) AZ (State) 85502 (Zip code)
County: Gila
Contact Person: Tim (First Name) Scott (Last Name)
Position/Title: Lieutenant
Email: tscott@co.gila.az.us
Phone Number: 928-474-2824 Ext.
Fax: 928-474-0614

Agency Contact Type : Fiscal Agency

Agency:
Address: PO Box 311
(Address Line 1)
(Address Line 2)
Globee (City) AZ (State) 85502 (Zip code)
County: Gila
Contact Person: Nancy (First Name) Neumann (Last Name)
Position/Title: Exec Admin Asst
Email: nneumann@co.gila.az.us
Phone Number: 928-402-8579 Ext.
Fax: 928-425-5674

Agency Contact Type : Select Contact Type

Agency:
Address:
(Address Line 1)
(Address Line 2)
(City) (State) (Zip code)
County: Select County
Contact Person:
(First Name) (Last Name)
Position/Title:
Email:
Phone Number: Ext.
Fax:

Grant Number:

Application Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Name of Entity Receiving Award: Gila County Sheriff's Office

Requested Amount: $43,000 Awarded Amount: (AZDOHS use only)

Funding Agency: Arizona Department of Homeland Security

CFDA Number: 97.067

Project Title: Gila County Payson Sub-Station Communication Project

Location: City: Globe State: AZ Congressional District 1

http://www.azredistricting.org

Zip+4 Code: 85502-1465

DUNS Number: 142370761

1) Is 80% or more of your annual gross revenues from Federal Awards? Select Yes/No

2) Do you receive $25 Million or more annually from Federal Awards? Select Yes/No

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

Names and Total Compensation of Top Five paid executives:

1: Name Total Compensation

2: Name Total Compensation

3: Name Total Compensation

4: Name Total Compensation

5: Name Total Compensation

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: Gila County Sheriff's Office

Project Title: Gila County Payson Sub-Station Communication Project

Instructions and sample can be found on the AZDOHS website:
http://www.azdohs.gov/Grants/index.asp#Forms

Grant-Funded Typed Resource Report

AEL Category	Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Core Capability Supported:	Core Capability Supported:	Total Amount Requested	List Quantity and Items Requested/Trained; Identify how these items enhanced or sustained capability
06- Interoperable Communications Equipment	Equipment	Law Enforcement	State / Local Other (provide in comments section)	State / Local Other	communications	Antennas, cables, conduit, conectors, etc.	N/A	N/A	Sustain Current	Operational Communications			$ 43,000.00	relocate all existing radio antennas and equipment to new tower and supplying new cable and associated grounding equipment along with trenching new ethernet conduit and moving all radio equipment into Comm Shelter at the Payson Office.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

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

AZDOHS

Assistant Director of Planning and Preparedness
Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration
Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness
Cheryl Bowen Kennedy
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist
Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)
Mariano Gonzalez
(602) 464-6327
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central Region, Phoenix UASI
Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

East & West Regions, State Agencies
John Coughlin
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Jcoughlin@azdohs.gov

North and South Regions
Maryann Loya
Strategic Planner
Office: (602) 542-7062
Cell: (602) 531-7226
Mloya@azdohs.gov

Central, East & West Regions, Phoenix UASI
Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

North Region, State Agencies
Kevin Mancino
Budget Manager
(602) 542-1716
Kmancino@azdohs.gov

South Region
Simone Courter
Grant & Finance Specialist
(602) 542-7037
Scourter@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training Coordinator
Kathy Walker
Office: (602) 464-6264
katherine.walker@azdema.gov

Exercise Coordinator
Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

FEMA Training Coordinator
Becky Scott
Office: (602) 464-6398
becky.scott@azdema.gov

Arizona Department of Homeland Security
FFY 2013
State Homeland Security Grant Program (SHSGP)
Regional Advisory Council (RAC) Scoring Tool*

Region _____
Reviewer _____

Score All projects using the following scale	
2	Project Fully Meets Criterion
1	Project Partially Meets Criterion
0	Project Does Not Meet Criterion

Project #	The overall application is complete	Project is multi-discipline (1) or multi-jurisdictional (2)	Project Narrative is fully described and sustainability (if applicable) is outlined	Provides linkage between project and State Homeland Security Strategy and objective identified	Project describes current capabilities, how this project will enhance capabilities, and provides method of how to determine success.	Supports SPR gaps. (value double weighted)	Milestones are achievable and provide clear description of the activities from start to finish and are presented in a clear sequence	Budget Narratives are descriptive of all project requirements (includes FEMA Course #s, AEL #s, etc.)	Funding Plan is appropriate for activities or services	
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0

*This is tool is to assist the RACs in their review and recommendation process.

ARF-1706 **Regular Agenda Item 2- C**

Regular BOS Meeting

Meeting Date: 03/19/2013

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 Begin & End:	October 2013 to September 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

State of Arizona Department of Homeland Security Grant Application

Background Information

On February 21, 2013, the Gila County Sheriff's Office electronically submitted a Grant Application in the amount of $35,295 to the Arizona Department of Homeland Security (AZDOHS) of which the project is entitled "Critical Incident Responder Safety and Health" and, if approved, the grant funds will be used to buy additonal SCUBA diving equipment.

Evaluation

When the Sheriff's Office was given notice of the grant funding opportunity, there was a very short turnaround time to meet the application deadline, which was March 1, 2013. The application was not completed in time by the Sheriff's Office to be placed on the Board of Supervisors' February 19th Regular Meeting for approval to submit the grant application, and the following Regular Meeting was not scheduled until March 5th.

If this grant is awarded to the Sheriff's Office, written notification will be provided to the Sheriff's Office. The next step in the process will be for the placement of an agenda item to request the Board of Supervisors' acceptance of the grant award.

Conclusion

If a grant is awarded to the Sheriff's Office, and if the Board of Supervisors accepts the grant award, it will provide $35,295 for the purchase of SCUBA regulators with gas switching blocks, buoyancy diving compensators, and diving harnesses for 15 Sheriff's Office personnel.

This gear will enhance diver safety and personal protection when diving into potable water storage treatment facilities so contamination will not occur. It is imperative that the Sheriff's Office continue to submit grant applications to the Department of Homeland Security to obtain continued grant funding.

Recommendation

The Gila County Sheriff's Office recommends that the Board of Supervisors ratify its approval for the Sheriff's Office electronic submission of a Grant Application entitled "Critical Incident Responder Safety and Health Project" to AZDOHS.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submission of a Grant Application in the amount of $35,295 that is entitled "Critical Incident Responder Safety and Health Project" to the Arizona Department of Homeland Security. **(John France)**

Attachments

2013 State Homeland Security Grant Program Application

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

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

Check if Completed

Grant Workbook

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

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

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

The following tabs MUST be completed

- ☑ -Standard Data Collection Form
- ☑ -Financial System Survey
- ☑ -Budget Summary
- ☑ -Project Summary
- ☑ -FFATA Summary
- ☑ -Grant-Funded Typed Resource Report

Please check the following boxes if

- ☑ -Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

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

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

For more information on E-Verify

www.uscis.gov/E-Verify

The due date for this application is March 1, 2013 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

http://www.azdohs.gov/application2013.asp

Central Region, Phoenix UASI		East and West Regions, State Agencies		North and South Regions
Susan Dzbanko (602) 542-1777 sdzbanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		Maryann Loya (602) 542-7062 mloya@azdohs.gov

Grant Timeline

March 1, 2013 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS.

March 4 - March 15, 2013 AZDOHS reviews grant applications.

March 18 - April 12, 2013 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS.

TBD - AZDOHS Applications due to Federal DHS.
On or before September 2013 - Awards will be made to local jurisdictions and state agencies.

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

Grant Program: SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

PROJECT ADMINISTRATIVE PAGE

1. Applicant GILA COUNTY SHERIFF'S OFFICE

Applicant Address:

Mailing Address: POB 311

City/State/Zip: GLOBE | AZ | 85502-1465

City State Zip+4 Code

https://tools.usps.com/go/ZipLookupAction!input.action

Head of Agency CHIEF | JOHNNY | SANCHEZ

Title First Name Last Name

Phone #: 928-425-4449

E-Mail Address: jgsanchez@co.gila.az.us

Agency's Point of Contact Information SGT | JOHN | FRANCE

Title First Name Last Name

Phone #: 928-472-5395

Cell Phone #: 928-701-4440

E-Mail Address: jfrance@co.gila.az.us

2. Organization Type County

3. Region or Entity: East Region

Program Initiatives

4a. Initiatives: n CBRNE Detection, Response & Decontamination Capabilities

4b. Is this LETPA?:

5. Total Dollar Amount Requested: $35,295

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

5.1.1, 5.1.4, 5.2.1

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

NP6. Strengthen CBRNE Detection, Response and Decontamination Capabilities

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

Ongoing; FY2010 received $28,000, FY2011 none received, FY 2012 received $49,700.

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

Yes. 1st; $15,975.00 - Modular Diving Buoyancy Competency Device, 2nd; $15,975.00 - SCUBA Regulator with Gas Swtiching Block, 3rd $4,155.00 - Weight Integrated Diving Safety Harness.

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

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

PROJECT NARRATIVE

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

team is relied upon to respond to water related incidents involving recreational lakes,rivers, water treatment plants.We respond to incidents of vehicles in the water which creates a contaminated enviornment.The equipment enhances diver safety and personal protection when in these enviornments, allow diving inspections into potable water storage treatment facilities without our causing contamination.This equipment will complete our system to address hazard mitigation, search and rescue, underwater crime scene management and response to critical hazards,with this completion we will be able to pursue FEMA accreditation.We have team members from the Tonto Apache Tribe, Tonto Basin Fire Dept., US National Park Service, and civillian volunteers. We provide training and work with teams from Navajo, Coconino, Apache Counties, and US Border Patrol.

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

The equipment meets or exceeds US Navy standards for quality and durability. It will be maintained and serviced yearly. The Buoyancy device has a lifetime warranty on the air bladder. With routine regular care the equipment should have a minimum sustainability of ten plus years.

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

FY2010 Grant provided for the purchase of portable SCUBA air compressor fill station. No funding in FY2011, siezure of vehicle and trailer allowed placement of compressor for sustainable mobility to respond regionally and statewide. FY2012 Grant purchase of Contaminated Water Dry Protective Suits, SCUBA Full Face Mask, Emergency Backup Air Supply tanks, and communication equipment for response to critical contaminated enviornments. Objective is to complete needed equipment to safely and competently function in a critical contaminated enviornment.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.
To learn more about the State Homeland Security Strategy, refer to the following website:
http://www.azdohs.gov/Grants/SHSS.asp

Within Gila County are the two largest inland lakes; Roosevelt Lk.& San Carlos Lk. which provide much of the potable and agircultural water supply for Phoenix & Tucson metro areas. We have several private water companies which supply local needs. Our project in the past year has incorporated members, through MOU's, from Tonto Apache Tribe, US National Park Service,Tonto Basin Fire Dept. and provide training for Navajo,Coconino & Apache Counties, US Border Patrol. The equipment will fulfill our ability to respond to critical contaminated enviornments, seamlessly collaborate with other Public Safety Dive Teams throughout the state to prevent, respond to, & recover from all critical hazards involving a water enviornment.

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

This equipment will enhance protection for diving in contaminated water enviornments by allowing divers to switch air supply source without exposure to the enviornment of CBRNE contamination. Integrated Safety Harness system will keep divers safe and secure while diving by being able to tether the divers. Modular BCD system will allow for multiple users, rapid changes to multi-tank configuring when needed, and minimal down time for replacement by only replacing the module needed if affected by contamination.

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

We currently are equipped with protective Dry Dive Suits, SCUBA Full Face Masks, Radio, Mobile response trailer with air compresor fill station. Our goal is to completely equip a minimum of 15 personnel, using new and current equipment. This equipment will furnish divers with appropriate sustainable items to OSHA standards. Currently all of our divers must furnish and use their own BCD system and SCUBA Regulators, which creates issues for standardization. We do not have Integrated Weight Safety Harness's or Gas Switching Blocks. The requested SCUBA Regulator will match our most recent system upgrades from FY2012 to be able to have complete enviornmental sealed systems for extreme cold and contaminated conditions. The harness system will provide a backup means of simple communication, a safety line for when diving in confined or restricted enviornments facilitating diver rescue if needed.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

CORE CAPABILITIES

16. From the 31 Core Capabilities please identify, from the drop down menu, no more than three Core Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Core Capability from this project. To access the Core Capabilities List click on the link below.

http://www.fema.gov/pdf/prepared/npg.pdf

http://www.fema.gov/pdf/prepared/crosswalk.pdf

Environmental Response/Health and Safety	Enter Amount:	$35,295
Choose Core Capabilities	Enter Amount:	$0
Choose Core Capabilities	Enter Amount:	$0
This amount should equal the total amount being requested for this project.		$35,295

17. For each Core Capability selected, list the gap number as identified in the State Preparedness Report (SPR) that this project will address (Example gap number: Operational Communications, Equipment, 1- Acquire, maintain and sustain equipment). For each gap listed, provide a description of how this project will addresses that gap within your jurisdiction and/or region.

Enviornmental Response/Health and Safety; Equipment, 1.-Acquire, maintain and sustain equipment. This equipment will provide sustainable operational equipment to address hazard mitigation, search and rescue, crime scene management, and other critical hazards. We will also be able to assist other agencies in like fashion. We have incorporated members into our team to encourage and support the Tonto Apache Tribe, Tonto Basin FD, US National Park Service. We recently have be come involved in cross training with other counties and the US Border Patrol, that are forming or restructuring their Public Safety Dive Teams.

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2013 - September 2014. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1

Description:	Start Date	End Date
Grant received, criteria established for equipment bids.	10/01/2013	12/31/2013

Milestone 2

Description:	Start Date	End Date
Bids received and reviewed, purchase process started.	01/01/2014	03/31/2014

Milestone 3

Description:	Start Date	End Date
Bids awarded, purchase orders going out.	04/01/2014	06/30/2014

Milestone 4

Description:	Start Date	End Date
Equipment received, operational training started for new equipment, equipment issued to team members	07/01/2014	09/30/2014

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

EQUIPMENT - BUDGET NARRATIVE

For this budget narrative include any and all items that can be found on the AEL. Provide a **detailed** description of each item and how each item will be utilized. Equipment cost estimates must be listed, installation, shipping and taxes should be included in the per item cost. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, contact Michael Stidham at mstidham@azdohs.gov or (602) 542-7041.

The most current AEL can be found on the **FEMA Responder Knowledge Base** at the following link:
https://www.rkb.us/fema_grants.cfm

What is the detailed description and utilization of the equipment requested? You must provide your answer in the space below.

Modular Diving Buoyancy Competency Device (BCD) will allow equipping our divers with an appropriate device that is able to be fitted for a multiple of personnel,if a piece fails it alone needs to be replaced.The prefered choice has a lifetime air bladder system, design will allow it to be easily cleaned & serviced when exposed to contaminated water.Current personnel supply their own BCD's non modular,thus not easily serviced,nor warrantied.The SCUBA Regulator W/ Gas Switching Block will allow divers to switch between multiple air sources for redundant safety, without having to remove their Full Face Mask system thereby avoiding facial exposure to contaminated water.The SCUBA regulator is of an enviornmentally sealed unit which will further protection from contaminated water.Diving Safety Harness will provide a means to tether divers with safety lines while incorporating the needed weight system in a single unit,reducing the diver's payload and streamlining their underwater profile.

AEL #	Item Description	Quantity Requested	Cost	Total Cost
01WA-01-SCBA	SCUBA Regulator with Gas Switching Block	15	$1,065	$15,975
01WA-06-BCMP	Compensators, Buoyancy Diving - Modular	15	$1,011	$15,165
01WA-06-HRNS	Harness, Diving - Safety Weight Integrated	15	$277	$4,155
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
1 - Select AEL #		0	$0	$0
			Total	$35,295

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.
More information on the Arizona Communications Unit Training Coordination Procedure can be found at:
http://azpsic.gov/library/standards/default.htm

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

How does the requested training address a gap identified in the SPR? List the gap number from the SPR and a description of how the training addresses that gap.

Mission Area Choose Mission Area **Training Level** Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 2

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area Choose Mission Area **Training Level** Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 3

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

https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 4

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

https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:
https://www.firstrespondertraining.gov

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

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

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

Mission Area: Prevent

Training Level: Awareness

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 7

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

https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

Section 8

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

https://www.firstrespondertraining.gov

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

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

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

Mission Area: Choose Mission Area

Training Level: Choose Training Level

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

If requesting supplies, you must provide a list and corresponding dollar amount for all consumable supplies requested.

TOTAL TRAINING COSTS	$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP).
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx
Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment assosciated with Exercise must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000***.
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

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

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

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

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

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

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

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

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

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

PLANNING - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Planning activity must be explained in detail. **Refer to the link below for additional guidance and detailed information on allowable planning expenses/activities**. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime).** All Equipment assosciated with Planning must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000***.
Management & Administration and Planning Information:
http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

Provide a description of this planning activity. Each allowable planning expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Materials, etc. If requesting conferences and workshops, provide the name and description of the conference(s) or workshop(s) requested. If requesting materials, you must provide a list and corresponding dollar amount for all materials requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANNING SUBTOTALS						Total
	$0	$0	$0	$0	$0	$0

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: | **Applicant:** GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. **(Medicare is NOT a reimbursable cost for personnel Backfill/Overtime)**. All Equipment assosciated with Organization must be listed on the "Equipment Budget Narrative" page only. ***The character limit for this section is 1,000***.

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

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

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

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

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

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

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

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

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
$0	$0	$0

TOTAL ORGANIZATION COSTS	$0	$0	$0
TOTAL COSTS			$0

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

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

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

MANAGEMENT AND ADMINISTRATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

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

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

http://www.azdohs.gov/Documents/Grants/HSGP_MAandPlanning1210.pdf
Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf

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

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

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

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

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

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: GILA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

APPLICATION - SUMMARY

FUNDING CATEGORIES	TOTAL
EQUIPMENT	$35,295
TRAINING	$0
EXERCISE	$0
PLANNING	$0
ORGANIZATION	$0
M & A	$0
APPLICATION TOTAL	$35,295

Grant Number:

Application Number:

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

Project Summary

Local Unit of Government:	GILA COUNTY SHERIFF'S OFFICE
Award Amount:	$35,295
Project Title:	CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH
Project Description:	This equipment will provide further protection for first reponders to contaminated critical incidents.Due to our rural nature our team is relied upon to respond to water related incidents involving recreational lakes,rivers, water treatment plants.We respond to incidents of vehicles in the water which creates a contaminated enviornment.The equipment enhances diver safety and personal protection when in these enviornments, allow diving inspections into potable water storage treatment facilities without our causing contamination.This equipment will complete our system to address hazard mitigation, search and rescue, underwater crime scene management and response to critical hazards,with this completion we will be able to pursue FEMA accreditation.We have team members from the Tonto Apache Tribe, Tonto Basin Fire Dept., US National Park Service, and civilian volunteers. We provide training and work with teams from Navajo, Coconino, Apache Counties, and US Border Patrol.
Project Type:	**Enhance capabilities to respond to all-hazards events**
Primary Core Capability:	**Environmental Response/Health and Safety**
HSGP Investment Supported:	**Strengthen CBRNE Response and Detection**
HSGP Primary Goal:	**Goal 5 - Respond to Incidents**
HSGP Objective:	**Strengthen Arizona's essential responder personnel capabilities to address Chemical, Biological, Radiologic**
Phoenix UASI Investment Supported:	Choose Primary Investment Supported
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2013 Budget Summary

Grant Number:

Is this LETPA? Yes

Application Number:

Allowable Planning Costs	SHSGP	UASI	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	$0	$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	$0	$0	Click Discipline
Developing related terrorism prevention activities	$0	$0	Click Discipline
Developing and enhancing plans and protocols	$0	$0	Click Discipline
Developing or conducting assessments	$0	$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	$0	$0	Click Discipline
Conferences to facilitate planning activities	$0	$0	Click Discipline
Materials required to conduct planning activities	$0	$0	Click Discipline
Travel/per diem related to planning activities	$0	$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	$0	$0	Click Discipline
Planning Totals	$0	$0	$0
Allowable Organizational Activities	**SHSGP**	**UASI**	**Choose Primary Discipline**
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	$0	$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	$0	$0	Click Discipline
Organizational Totals	$0	$0	$0
Allowable Equipment Categories	**SHSGP**	**UASI**	**Choose Primary Discipline**
01- Personal Protective Equipment	$15,975	$0	Law Enforcement
02- Explosive Device Mitigation and Remediation Equipment	$0	$0	Click Discipline
03- CBRNE Operational Search and Rescue Equipment	$19,320	$0	Law Enforcement
04- Information Technology	$0	$0	Click Discipline
05- Cyber Security Enhancement Equipment	$0	$0	Click Discipline
06- Interoperable Communications Equipment	$0	$0	Click Discipline
07- Detection	$0	$0	Click Discipline
08- Decontamination	$0	$0	Click Discipline
09- Medical	$0	$0	Click Discipline
10- Power	$0	$0	Click Discipline
11- CBRNE Reference Materials	$0	$0	Click Discipline
12- CBRNE Incident Response Vehicles	$0	$0	Click Discipline
13- Terrorism Incident Prevention Equipment	$0	$0	Click Discipline
14- Physical Security Enhancement Equipment	$0	$0	Click Discipline
15- Inspection and Screening Systems	$0	$0	Click Discipline
16- Agriculture Terrorism Prevention, Response, and Mitigation Equipment	$0	$0	Click Discipline
17- CBRNE Prevention and Response Watercraft	$0	$0	Click Discipline
18- CBRNE Aviation Equipment	$0	$0	Click Discipline
19- CBRNE Logistical Support Equipment	$0	$0	Click Discipline
20- Intervention Equipment	$0	$0	Click Discipline
21- Other Authorized Equipment	$0	$0	Click Discipline
Equipment Totals	$35,295	$0	$35,295
Allowable Training Costs	**SHSGP**	**UASI**	**Choose Primary Discipline**
Overtime and backfill for emergency preparedness	$0	$0	Click Discipline
Training workshops and conferences	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Supplies	$0	$0	Click Discipline
Training Totals	$0	$0	$0
Allowable Exercise Related Costs	**SHSGP**	**UASI**	**Choose Primary Discipline**
Design, Develop, Conduct and Evaluate an Exercise	$0	$0	Click Discipline
Exercise planning workshop	$0	$0	Click Discipline
Full- or part-time staff or contractors/consultants	$0	$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	$0	$0	Click Discipline
Implementation of HSEEP	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Supplies	$0	$0	Click Discipline
Exercise Totals	$0	$0	$0
Allowable Management & Administrative Costs	**SHSGP**	**UASI**	**Choose Primary Discipline**
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	$0	$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	$0	$0	Click Discipline
Overtime and backfill costs	$0	$0	Click Discipline
Travel	$0	$0	Click Discipline
Meeting related expenses	$0	$0	Click Discipline
Authorized office materials	$0	$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	$0	$0	Click Discipline
Management & Administrative Totals	$0	$0	$0
Grand Totals	$35,295	$0	$35,295

Arizona Department of Homeland Security
Financial Systems Survey

Name of Organization: GILA COUNTY SHERIFF'S OFFICE

Person completing survey: Sgt. John France

Date: 2/21/2013 Email: jfrance@co.gila.az.us

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

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

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

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?
☑ Yes ☐ No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03
☑ Yes ☐ No 999303-01

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?
☑ Yes ☐ No

4. Has your organization completed an A-133 Single Audit within the past two years?
☑ Yes ☐ No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?
☐ Yes ☑ No

6. If you answered YES to question #5 under what section of the IRS code?
☐ 501 C (3) ☐ 501 C (4) ☐ 501 C (5) ☐ 501 C (6) ☐ Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?
☑ Yes ☐ No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?
☐ Manual ☐ Automated ☐ Combination

9. How frequently do you post to the General Ledger?
☐ Daily ☑ Weekly ☐ Monthly ☐ Other

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

C. INTERNAL CONTROLS

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

D. PROCUREMENT

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

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

☑ Yes ☐ No

Grant Number:

Application Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

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

Agency: GILA COUNTY SHERIFF'S OFFICE

Amount Requested: $35,295

Project Description: This equipment will provide further protection for first reponders to contaminated critical incidents.Due to our rural nature our team is relied upon to respond to water related incidents involving recreational lakes,rivers, water treatment plants.We respond to incidents of vehicles in the water which creates a contaminated enviornment.The equipment enhances diver safety and personal protection when in these enviornments, allow diving inspections into potable water storage treatment facilities without our causing contamination.This equipment will complete our system to address hazard mitigation, search and rescue, underwater crime scene management and response to critical hazards,with this completion we will be able to pursue FEMA accreditation.We have team members from the Tonto

Address: POB 311

GLOBE *(City)* AZ *(State)* 85502-1465 *(Zip code)*

County: Gila

Authorized Individual:

Name: JOHNNY *(First Name)* SANCHEZ *(Last Name)*

Position / Title: CHIEF

Email: jgsanchez@co.gila.az.us

Phone: 928-425-4449 Ext.

Employer Identification Number: 866000444

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

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

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

http://gao.az.gov/onlineforms/forms/AZ_subw-9_010713-S&S.pdf

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

http://www.azredistricting.org

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

http://www.azredistricting.org

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

What is your organization's fiscal year-end date? MM 06 DD 30

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

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

Agency: Miller and Allen & Co.

Address: 5333 North 7th St., Suite 100 *(Address Line 1)*

(Address Line 2) Phoenix *(City)* AZ *(State)* 85014 *(Zip code)*

Phone Number: 602-264-3888

Fax: 602-230-0348

Arizona Department of Homeland Security

Standard Data Collection Form

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

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.
Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.
Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : Program Agency

Agency: Gila County Sheriff's Office
Address: PO Box 311
(Address Line 1)
1100 South St. (Address Line 2) | Globe (City) | AZ (State) | 85502 (Zip code)
County: Gila
Contact Person: John (First Name) France (Last Name)
Position/Title: Sergeant
Email: jfrance@co.gila.az.us
Phone Number: 928-701-4440 Ext.
Fax: 928-474-0614

Agency Contact Type : Fiscal Agency

Agency: Gila County Sheriff's Office
Address: PO Box 311
(Address Line 1)
1100 South St. (Address Line 2) | Globe (City) | AZ (State) | 85502 (Zip code)
County: Gila
Contact Person: Nancy (First Name) Neumann (Last Name)
Position/Title: Executive Admin. Asst.
Email: nneumann@gilacountyaz.gov
Phone Number: 928-425-4449 Ext. 8579
Fax: 928-425-5674

Agency Contact Type : Select Contact Type

Agency:
Address:
(Address Line 1)
(Address Line 2) | (City) | (State) | (Zip code)
County: Select County
Contact Person: (First Name) (Last Name)
Position/Title:
Email:
Phone Number: Ext.
Fax:

Grant Number:

Application Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Name of Entity Receiving Award: GILA COUNTY SHERIFF'S OFFICE

Requested Amount: $35,295 Awarded Amount: (AZDOHS use only)

Funding Agency: Arizona Department of Homeland Security

CFDA Number: 97.067

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

Location: City: GLOBE State: AZ Congressional District 1

http://www.azredistricting.org

Zip+4 Code: 85502-1465

DUNS Number: 142370761

1) Is 80% or more of your annual gross revenues from Federal Awards? Select Yes/No

2) Do you receive $25 Million or more annually from Federal Awards? Select Yes/No

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

Names and Total Compensation of Top Five paid executives:

1: Name Total Compensation

2: Name Total Compensation

3: Name Total Compensation

4: Name Total Compensation

5: Name Total Compensation

STATE OF ARIZONA
Department of Homeland Security
2013 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant: PIMA COUNTY SHERIFF'S OFFICE

Project Title: CRITICAL INCIDENT RESPONDER SAFETY AND HEALTH

Instructions and sample can be found on the AZDOHS website:
http://www.azdohs.gov/Grants/index.aspx#Forms

Grant-Funded Typed Resource Report

AEL Category	Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Core Capability Supported:	Core Capability Supported:	Total Amount Requested	List Quantity and Items Requested/Trained; Identify how these Items enhanced or sustained capability
01- Personal Protective Equipment	Equipment	Law Enforcement	Public Safety Dive Team	III		SCUBA Regulator with Gas Switching Block	15	1	Sustain Current	Environmental Response / Health and Safety			$ 15,975.00	15
01- Personal Protectiv	Equipment	Law Enforcement	Public Safety D	II		Modular Diving Buoyanc	15	1	Sustain Current	Environmental Response / Health and Sa			15,165	15
01- Personal Protectiv	Equipment	Law Enforcement	Public Safety D	II		Weight Integrated Diving	15	1	Sustain Current	Environmental Response / Health and Sa			4,155	15

STATE OF ARIZONA
Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

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

AZDOHS

Assistant Director of Planning and Preparedness
Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration
Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness
Cheryl Bowen Kennedy
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist
Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)
Mariano Gonzalez
(602) 464-6327
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central Region, Phoenix UASI
Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

East & West Regions, State Agencies
John Coughlin
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Jcoughlin@azdohs.gov

North and South Regions
Maryann Loya
Strategic Planner
Office: (602) 542-7062
Cell: (602) 531-7226
Mloya@azdohs.gov

Central, East & West Regions, Phoenix UASI
Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

North Region, State Agencies
Kevin Mancino
Budget Manager
(602) 542-1716
Kmancino@azdohs.gov

South Region
Simone Courter
Grant & Finance Specialist
(602) 542-7037
Scourter@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training Coordinator
Kathy Walker
Office: (602) 464-6264
katherine.walker@azdema.gov

Exercise Coordinator
Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

FEMA Training Coordinator
Becky Scott
Office: (602) 464-6398
becky.scott@azdema.gov

Arizona Department of Homeland Security
FFY 2013
State Homeland Security Grant Program (SHSGP)
Regional Advisory Council (RAC) Scoring Tool*

Region _____
Reviewer _____

Score All projects using the following scale	
2	Project Fully Meets Criterion
1	Project Partially Meets Criterion
0	Project Does Not Meet Criterion

Project #	The overall application is complete	Project is multi-discipline (1) or multi-jurisdictional (2)	Project Narrative is fully described and sustainability (if applicable) is outlined	Provides linkage between project and State Homeland Security Strategy and objective identified	Project describes current capabilities, how this project will enhance capabilities, and provides method of how to determine success.	Supports SPR gaps. (value double weighted)	Milestones are achievable and provide clear description of the activities from start to finish and are presented in a clear sequence	Budget Narratives are descriptive of all project requirements (includes FEMA Course #s, AEL #s, etc.)	Funding Plan is appropriate for activities or services	
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*This is tool is to assist the RACs in the review and recommendation proces

ARF-1532 **Regular Agenda Item 2- D**

Regular BOS Meeting

Meeting Date:	03/19/2013		
Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	03/20/2013 - 05/19/2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Service Agreement No. 083112-1 between Gila County Division of Community Services, Housing Services, and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH7469

Background Information

Arizona Department of Housing (ADOH) administers CDBG and HOME funding for programs through units of local government and non-profit agencies that provide rehabilitation to certain property types owned and occupied as the primary residence of low-income homeowners.

The following property types are eligible:
Single-family (one-unit structures);
Condominium units;
Manufactured housing only if the unit upon completion:
is placed on a permanent foundation (requires certification) and is connected to permanent utility hook-ups;
is located on land that is held in fee-simple title, or long-term ground lease with a term of at least 99 years (50 years for tribal land);
meets the construction standards of 24 CFR 3280 if manufactured after June 15, 1976; or, meets applicable local and/or State codes if manufactured prior to June 15, 1976.

The following property types are ineligible:
Rental properties;
Units not occupied as primary resident of the owner;
Uninsured properties; Units located in a flood zone that are not covered by a flood insurance policy.

Evaluation

Gila County Housing Services currently has Owner Occupied Housing Rehabilitation contracts with ADOH, one of which is the HOME Contract No. 308-11 which stipulates that all code deficiencies must be corrected and brought up to code. Housing services will be providing rehabilitation services to such a home located in Gila County.

A Contractor walk-through was held on June 27, 2012. In attendance at the walk-through was Mountain Retreat Builders and Rodriguez Constructions, Inc. Bids for this project were submitted with the lowest bid received from Rodriguez Constructions in the amount of $79,400.

The project was put back out to re-bid and a legal advertisement for Request for Bid Proposals was run in the Arizona Silver Belt on November 21, 2012, with bids due on December 06, 2012. Rodriguez Constructions, Inc. turned in the low bid for $72,269.76. The pricing was reduced by $7,130.24 due to the fact that the homeowner performed some of the previous scope while waiting for the bids to come in on the re-bid.

This contract will ensure all rehabilitation services will be provided and completed by May 19, 2013.

Providing rehabilitation services to this home will provide a healthy, safe and energy efficient home for this family.

Conclusion

By approving this Contract request, the Gila County Housing Services Program will be in compliance with the requirements of HOME Contract No. 308-11.

Recommendation

The Community Action/Housing Services Manager recommends that the Board of Supervisors approve this Contract.

Suggested Motion

Information/Discussion/Action to approve Service Agreement No. 083112-1 between Gila County Division of Community Services, Housing Services, and Rodriguez Constructions, Inc. for Weatherization Project No. HH7469 whereby Rodriguez Constructions, Inc. will provide housing rehabilitation services to a single family household unit located in Miami for a fee of $72,269.76, with all work to be completed by May 19, 2013. **(Malissa Buzan)**

Attachments

Legal Request for Proposals

Service Agreement 083112-1- Major Rehabilitation Project No. HH7469

Legal Explanation

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First Pub: 11-7-2012
Last Pub: 12-5-2012 Belt 8398

Notice of Trustee's Sale TS No.: AZ-12-530190-VF Order No.: 14-110285 The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 4/15/2009 and recorded 5/5/2009 as Instrument 2009-005187, in the office of the County Recorder of GILA County, Arizona at public auction to the highest bidder: Sale Date and Time: 1/17/2013 at 11:00 AM Sale Location: AT THE FRONT ENTRANCE TO THE GILA COUNTY COURTHOUSE, 1400 EAST ASH ST., GLOBE, ARIZONA 85501 Legal Description: PARCEL NO. 1 LOT 10, BLOCK 2, SKYLINE DRIVE NO. TWO, ACCORDING TO MAP NO. 136, RECORDS OF GILA COUNTY, ARIZONA. EXCEPT THAT PART LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY; BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 89 DEGREES, 41 MINUTES EAST, A DISTANCE OF 56.56 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN DOCKET 375, PAGE 787; THENCE SOUTH 22 DEGREES, 34 MINUTES, 50 SECONDS WEST, A DISTANCE OF 80.10 FEET TO THE SOUTHWEST CORNER OF THE LAST REFERENCED PROPERTY; THENCE SOUTH 80 DEGREES, 53 MINUTES, 10 SECONDS EAST, A DISTANCE OF 15.42 FEET TO THE NORTHWEST CORNER OF PROPERTY DESCRIBED IN DOCKET 354, PAGE 356; THENCE SOUTH 22 DEGREES, 34 MINUTES, 50 SECONDS WEST, A DISTANCE OF 122.74 FEET TO THE SOUTHWEST CORNER OF THE LAST REFERENCED PROPERTY; THENCE NORTH 68 DEGREES, 36 MINUTES WEST, A DISTANCE OF 90.06 FEET; THENCE NORTH 66 DEGREES, 03 MINUTES WEST, A DISTANCE OF 56.36 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN DOCKET 341, PAGE 90; THENCE NORTH 62 DEGREES, 37 MINUTES EAST ALONG THE EAST LINE OF THE LAST REFERENCED PROPERTY, A DISTANCE OF 64.30 FEET;

11/28/2012, 12/05/2012
First Pub: 11-14-2012
Last Pub: 12-5-2012 Belt 8401

NOTICE
ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR

I. Name: Rim Country Insurance, LLC, L1786956-2.
II. The address of the known place of business is: 1107 S. Beeline Hwy. Ste. 2, Payson, AZ 85541.
III. The name and street address of the Statutory Agent is: Danny Cobb, 200 E. Chateau Cir., Payson, AZ 85541.
Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:
Danny Cobb, 200 E. Chateau Cir., Payson, AZ 85541, Manager.
Kayle Cobb, 200 E. Chateau Cir., Payson, AZ 85541, Member.
First Pub: 11-14-2012
Last Pub: 11-28-2012 Belt 8402

NOTICE OF TRUSTEE'S SALE
File # 12-016782 PHH

The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded on May 6, 2008 in Instrument No. 2008-006345 in the office of the County Recorder of Gila County, Arizona, at public auction to the highest bidder at the front entrance to the Gila County Courthouse, 1400 E. Ash St., Globe, Arizona at 11:00a.m. on January 18, 2013: Lot 4, AMENDED PLAT OF GRANDVIEW HEIGHTS, according to Map No. 327, records of Gila County Arizona Purported address: 603 W. Summit St, Payson, AZ 85541 Tax Parcel #304-08-004 8 Original Principal Balance $191,250.00 Name and Address of Beneficiary: PHH Mortgage Corporation, 2001 Bishops Gate Blvd., Attn: Mail Stop SV-01, Mount Laurel, New Jersey 08054. Original Trustor: David R. Young and Linda L. Young, Husband and Wife, 603 W. Summit St, Payson, AZ 85541 The Trustee qualifies pursuant to A.R.S. § 33-803 (A) (2) as a member of the State Bar of Arizona. The name, address, and telephone number of the Trustee is: Jason P. Sherman, 3300 N. Central Ave., #2200, Phoenix, AZ 85012, (602)222-5711. The Trustee's Regulator is the State Bar of Arizona. Dated: October 19,

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operation of a portable Concrete Batch Plant facility located at 14152 N. Attaway Road, Coolidge, Pinal County, Arizona. The mailing address for the facility is 9865 Via Excelencia, Suite 200, San Diego, CA 92126. The facility is subject to the requirements of the Federal Clean Air Act, Code of Federal Regulations, Arizona Revised Statute 49-426, and the Arizona Administrative Code, Title 18, Chapter 2, Article 3, 6, 7, 8 and 11. The facility emits the following air contaminants: particulate matter, particulate matter with a diameter less than 10 microns, particulate matter with a diameter less than 2.5 microns, nitrogen oxides, sulfur dioxide, carbon monoxide, and volatile organic compounds.

This public notice provides information to help you participate in the decision-making process. You have an opportunity to submit written comments on this permit and request that ADEQ hold a public hearing on the permit. The written comment shall state the name and mailing address of this person, shall be signed by the person, their agent or attorney and shall clearly set forth reasons why the permit should or should not be issued. Grounds for comment are limited to whether the permit meets the criteria for issuance spelled out in the state air pollution control laws or rules.

Materials related to the permit are available for your review Monday through Friday between 8:30 a.m. and 4:30 p.m., at the ADEQ Records Center, at 1110 West Washington Street, Phoenix, Arizona. You may also view the draft permit and technical support document online at http://www.azdeq.gov/environ/air/permits/index.html by selecting Public Notices, Meetings and Hearings.

The public notice period is in effect from November 14, 2012 to December 14, 2012. Comments may be submitted in writing to: Balaji Vaidyanathan, Air Quality Permits Section Manager, ADEQ, 1110 West Washington Street, 3415A-1, Phoenix, AZ 85007 or via e-mail at bv1@azdeq.gov. Comments must be received by December 14, 2012.

ADEQ will consider all comments received in making a final decision on the proposed permit. Everyone commenting will receive notification of the final decision. People

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service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete thirty (30) days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4; A.R.S. §§ 20-222,28-502, and 28-503.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon the Plaintiffs' attorney. RCP 10(d); A.R.S. § 12-311; RCP 5.

The name and address of Plaintiffs' attorney is:

Larry K. Udall, Esq.
Phyllis L.N. Smiley, Esq.
CURTIS, GOODWIN, SULLIVAN, UDALL & SCHWAB, P.L.C.
501 East Thomas Road
Phoenix, Arizona 85012-3205

SIGNED AND SEALED this date: 10/10/12

(s) Anita Escobedo
Clerk of the Superior Court
(s) By: Jessica Cruz
Deputy Clerk

***HOW TO OBTAIN COPIES OF COMPLAINT**

The specifically identified defendants in the lawsuit are Edith Spencer Fritz, Albert W. Fritz, Jr., Miami Trust Company, Cleve W. Van Dyke and Ida A. Van Dyke. The unknown heirs of the foregoing individuals are also identified as defendants.

If you desire to obtain a copy of the Complaint or have any questions regarding the lawsuit, please immediately contact the following individuals:

Larry K. Udall, Esq.
Phyllis L.N. Smiley, Esq.
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC
501 East Thomas Road
Phoenix, Arizona 85012
(602) 393-1700
(602) 393-1703 (fax)

First Pub: 11-14-2012
Last Pub: 12-5-2012 Belt 8407

NOTICE OF PUBLICATION HEARING ON DEPENDENCY PETITION No. JD 200600122 R SUPP
Honorable Kevin D. White
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

E. Courtney Lane, Globe, Arizona 85501.
Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:
Brena Kennedy, Member.
Kenneth VanDrome, Member.
First Pub: 11-21-2012
Last Pub: 12-5-2012 Belt 8409

REQUEST FOR
BID PROPOSALS

Gila County Community Action/Housing Services will be accepting a sealed bid for one single dwelling housing rehabilitation project. The project(s) number is as follows:

CDBG 144-11-03 / HOME 308-11-05

A mandatory walk-through of this project will be conducted on Wednesday, November 28th 2012, starting at 9:00 a.m. at 5515 S. Apache Ave Suite 200, Globe Arizona. For further information, please contact Gabe Eylicio at the Gila County Community Action/Housing Services Section at 5515 S. Apache Ave., Globe, Arizona 85501. Phone calls will also be accepted at (928) 425-7631 x 8698 or (928) 425-0839 for TDD users. There will be no charge for the contract documents or bid specifications and they will not be given out prior to walk-thrus.

Bids must be sealed and identified on the front with "Sealed Bid for Housing Services – Project #'s including the project address. Bids shall be accepted in the Community Services Section, address above, until 10:00 a.m. on, Thursday December 6th, 2012.

Bids will be evaluated on Bidder's experience and all contractors and Bidders must have Building Performance Institute Certification in Weatherization and housing rehabilitation projects, Facilities, performance under their contract, references, financial conditions, affirmative action, and other factors, which could affect the Bidder's performance of the work.

The Gila County Community Action/ Housing Services and the property owner reserves the right to accept any qualified bid; to consider alternatives; or reject any or all bids; and to waive irregularities or information in any bid.

The Gila County Community Services Section is an Equal Opportunities/Affirmative Action Employer.

ONE PUBLICATION: Wednesday, November 21, 2012
One Pub: 11-21-2012 Belt 8410

NOTICE OF TRUSTEE'S SALE Trustee Sale No: AZ1000213481 VA/FHA/PMI No: TSG No: 4640787 The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust recorded on 03/31/2005 in Instrument #2005-005233,

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erty will be sold, pursuant to the power of sale under that certain Trust Deed dated December 27, 2005, and recorded on December 30, 2005 in Instrument Number 2005-023923, Records of Gila County, Arizona at public auction to the highest bidder at the main entrance to the Gila County Courthouse, 1400 East Ash Street, Globe, AZ on February 7, 2013 at 11:00AM of said day: LEGAL: Lot 147, The Ridge at Hunter Creek, according to Map Nos. 726 and 726A, records of Gila County, Arizona. The street address is purported to be: Lot 147, Hunter Creek, Payson, AZ 85541 Tax Parcel Number 303-07-170 Original Principal Balance $389,498.00 NAME AND ADDRESS OF Original Trustor Brian Lester, a married man as his sole and separate property, 6211 S. 37th St, Phoenix, AZ 85042 Current Owner Brian Lester, a married man as his sole and separate property, 6211 S. 37th St, Phoenix, AZ 85042 Beneficiary BMO Harris Bank NA, successor by merger to M&I Marshall & Ilsley Bank, 770 N. Water St, Milwaukee, WI 53202 Current Trustee Larry O. Folks, Suite 1140, 1850 N. Central Ave., Phoenix, AZ 85004 Telephone Number: 602-262-2265 Fax requests for sales information to: 602-256-9101 Sales information is also available online at www.folksoconnor.com Dated November 2, 2012 Signature of Trustee /s/ Larry O. Folks, Manner of Trustee Qualification a member of the State Bar of Arizona, as required by A.R.S. Sec. 33-803, Subsection A(2) Trustee's Regulator: State Bar of Arizona STATE OF Arizona, County of Maricopa)ss, On November 2, 2012, before me, the undersigned notary public, personally appeared Larry O. Folks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. My Commission Expires December 3, 2014 /s/Jennifer White, NOTARY PUBLIC, All persons whose interest in the Trust Property is subordinate in priority to

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 D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 083112-1

MAJOR REHABILITATION PROJECT NO. HH7469

THIS AGREEMENT, made and entered into this _____ day of _____, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation Project No. HH7469, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Major Rehabilitation guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A".

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such

contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

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

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501.** The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been

provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires sixty (60) days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 083112-1 is for a total "not to exceed" fee of **$72,269.76** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, three (3) identical counterparts of Service Agreement No. 083112-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman Board of Supervisors

RODRIGUEZ CONSTRUCTIONS, INC.

_____

Art Rodriguez

Arturo Rodriguez

Print Name

ATTEST

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

_____

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

RODRIGUEZ CONSTRUCTIONS INC.

RESPEC Estimate Report **Case#:** **CDBG 144-11-03**

Interior	Main Structure 0000000000	Single Family 0NA	House 0	General Requirments

#1 Permits And Fees $ 0

#2 Alternates and Suggestions $ 0

#3 Performance $ 0

#4 All Lead Work $ 0

#5 Paint Selection Information $ 0

Interior	Main Structure	Single Family	House	Roof Repairs

#6 Tear Off Existing Roof and Install New $ 8,060.00

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing around the chimney and on the rear of the home from peak to eve where evap cooler is currently located. These two areas are not eligible for any change order.
Replace all flashing at chimney and install 30# felt paper, metal drip edge, new valley metal, vent boots, and new 30 year architectural shingles in Shasta white with flashing and drip edge to match. Trees that are in contact of roof line must be pruned to maintain roof access and durability of all roofing materials.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON-EXISTING, THE CONTRACTOR MUST CONTACT THIS AGENCY TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

#7 Install Fascia and Box Eves $ 2,050.00

Install #2 grade 1" x pine fascia; prime all sides before installation. Use galvanized finished nails. All Butt seams must be backed; caulk all seams.

Box eves, remove an dispose of existing eves sofit and replace with new materials. Use galvanized nails, and caulk all seams and prime, including Gable ends.

#8 Repair Chimney $ 665.00

Remove all damaged and or missing spark arrestor material and replace with new to match existing. Structure shall be structurally sound, cleaned and tested to operate correctly, and any los or missing bricks need to be reinstalled.

Interior	Main Structure	Single Family	House	Electric Repairs

#9 Upgrade Electric to (200) Amp Service $ 2,100.00

Disconnect existing service. Install new (200) amp 3 wire service and panel, complete with a main breaker, and breaker style circuits, with all circuits labeled and balanced. Square D, Cutler-Hammer, Westinghouse or approved equal. Upgrade to meet NEC.

#10 Rewire House $ 3,025.00

Remove and dispose of ll existing wiring and boxes. Replace with new wiring, outlets and boxes to NEC requirements. Install all new switches, receptacles every 12' and 6' from corner, lighting fixtures except the few the home owner wishes to reuse, and conductors and wiring must be removed. Install new hard wired smoke alarms, and fluorescent lighting fixtures etc. Make sure all dedicated circuits are labeled and installed in correct locations also all outlets within 6 ft. of water are GFCI protected and labeled. Include circuits for garbage disposal and dryer required circuits.

Interior	Main Structure	Single Family	House	Interior Walls

#11 Remove Ceramic Tile $ 1,200.00

Remove all ceramic tile and repair surface beneath smooth, ready to receive new covering. In bathrooms one and two.

#12 Relocate Door to Bathroom $ 1,000.00

Remove all deteriorated and damaged materials. Frame in old rough opening; leave adequate room for plumbing and leveling of door unit. Include jacks studs sized to match the wall framing cover with sheetrock tape and finish to match the existing walls.

#13 Install New Bathroom Door $ 500.00

Frame in rough opening; leave adequate room for plumbing leveling of door unit. Include pre hung interior door with hardware and jacks studs sized to match the wall framing. Include header framing sized per code for the span and load. Door to be relocated from house to entry to bathroom.

#14 Has been eliminated.

#15 Patch Holes $ 1,250.00

Patch holes in the sheetrock in walls, ceilings and specified areas. Tapped and textured to match.

Interior	Main Structure	Single Family	House	Plumbing Repair

#16 Replace Water Lines $ 4,150.00

Remove and dispose of all hot and cold existing lines, replace with copper lines and or pex plumbing according to code. Make provisions for hose bibs and fixtures inside include washer hookup dish washer ice maker ect.

#17 Replace Drain Lines $ 2,650.00

Remove and dispose of old lines; replace with new plastic lines to code include washer hookups vents ect.

#18 Replace Hot Water Heater $ 1,550.00

Remove and dispose of old unit and dog house and install new 40 gallon energy –efficient unit to code.
1) Include new shut off valve.
2) Install with new water flex lins
3) Install a drain line from the pop-off valve to below the floor level, then horizontally in sight.
4) Install to include dielectric unions.
5) Install a new gas flex line.

6) Remove old dog house and install a new manufactured unit made for the unit may relocate to the south/east side of home.

Interior	Main Structure	Single Family	House	Cabinets

#19 Install Vanity w/Sink $ 1,000.00

Remove old vanity w/sink with counter top repair wall surface and replace with new to code. Install new vanity w/sink to code complete. (Allowance of up to $240.00 for vanity and top, customer is to have a choice of style and color.)
Include trap, faucets, shut off valve, pop-up drain, caulk, ect. Faucet must e of water conserving type with max flow rate of 2.2 GPM at 60 psi home owners preference but must have housing rehab specialists approval prior to installation.

#20 Install Vanity w/Sink $ 1,000.00

Install new vanity w/sink to code complete. (Allowance of up to $240.00 for vanity and top, customer is to have a choice in style and color.)
Include trap, faucets, shut off valve, pop-up drain, caulk, ect. Faucet must be of water conserving type with max flow rate of 2.2 GPM at 60psi home owner's preference, but must have housing rehab specialist's approval prior to installation.

#21 Replace Tub Surround $ 1,900.00

Remove old material and replace with fiberglass surround, Owens Corning or equal. (Marlite is not an acceptable material for this line item.) All plumbing is to covered in this procedure use low flow fixtures according to Weatherization program requirements, include any floor and or wall repair.

#22 Replace Shower and Surround $ 1,900.00

Remove old materials repair wall and replace with new fiberglass surround, Owens Corning or equal. (Marlite is not an acceptable material for this line item.) All plumbing with wall and floor repairs to be included with this measure. Home owner had preference on fixtures have to meet weatherization program requirements and have rehab specialist approval prior to installation.

#23 Install Base and Wall Cabinets and Countertop $ 6,200.00

Provide and install new mid line series "Kraft Line", "American Woodmark", or approved equal base and wall cabinetry and one full wall cabinet near refrigerator. All work to be level, plumb , and true. Cabinets are to be attached to studs in the wall. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out

any rodents. (Cabinet fronts ate to be made of the flat panel/rail design vs. the raised panel type , and wood fronts vs. particle board fronts.)

Install Formica or Wilson laminated counter tops, securely attached to cabinets. All work to be level, plumb, and true. Seal all holes and openings where pipes, wires and other material may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Caulk all seams where counter top meets walls.
Include a double stainless steel sink with a new single lever low flow faucet with a exchangeable cartridge such as moen, price pfister, or delta design.

Interior	Main Structure	Single Family	House	Foundation

#24 Repair Floor Post has been eliminated from this bid.

Interior	Main Structure	Single Family	House	Windows and Doors

#25 Replace All Windows $ 2,850.00

Install new vinyl, double pane double slider windows in lace of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repairs to be included. Caulk as necessary.
Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.
40 solar heat gain 0.55 as of August 2002. Follow lead positive procedures.
(Window in living room West side is getting replaced with door.)
(Window in the south side fo the kitchen is getting removed.)

#26 Install Vinyl Replacement Picture Window Unit $ 1,350.00

Install a new vinyl, double pane picture widow with double hung flanker windows in place of the existing picture window unit.
Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen.
All interior and exterior wall repair to be included. Caulk as necessary.
Windows must have Energy Star Rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

#27 Install a Exterior Door with 2 Security Door $ 1,200.00

Provide and install white, prep rimed steel insulated raised panel exterior 1-3/4" solid core door with window, (Pease, Thermatru, Stanley or approved equal). Set on 1-1/2 pair 3-1/2 x 3-1/2" butt hinges. Include matching keys to the rest of the homes keyed lockset, doorstop, deadbolt, and vinyl bubble weather-stripping. Owner to paint if desired.
Provide and install white, prefinished Security door with matching hardware (Larson or approved equal). Swing to complement exterior door. Caulk where necessary. One in front and one in rear of home.

#28 Install Metal Clad Door $ 750.00

Provide and install pre hung metal clad exterior door (Pease, Thermatru, Stanley or approved equal). Complete with matching keys to the rest of the home lockset and dead bolt. Location in living room where window is currently at the west side of home.

Interior	Main Structure	Single Family	House	Insulation

#29 Fiberglass Insulation, Wall-(R11/R19/R30) Batt $ 650.00

Install the batt insulation in open wall cavities. Insulation shall be installed with the vapor barrier facing the conditioned area; insulation shall completely fill area between joints or studs and shall be secured with the appropriate mechanical fastener. Material shall meet ASTM C665-86 or subsequently amended.

#30 Blown Cellulose, Open Attic-(R-38) $ 1,600.00

Insulate attic. Coverage should be as level as possible and to the depth of material that corresponds with each R value. Each individual manufacturer's recommendation for initially installed thickness and settled density usually found in the coverage table on the material packaging. Material used will meet and conform to ASTM C739-91 and //Iss 16 CFR, Part 1209. Note: maintain clearance from combustible materials in accordance with NFPA requirements. (Install soffit baffles as needed.)

#31 Fiberglass Insulation for floor has been eliminated from this estimate.

Interior	Main Structure	Single Family	House	Interior Walls

#32 Repair Stud Wall $ 800.00

Remove damaged wall area in, (Living room west and north walls and entry). Install new wall framing sized properly to conform with frame code. After framing is complete then install sheetrock tape and texture.
Remove built in hutch finish walls to match the existing.

#33 Repair Walls and Ceilings $ 1,000.00

Repair all holes, cracks or major imperfections thru-out interior of the homes walls and or ceilings including hole made to insulate, also remove water damaged areas of ceiling and replace sheetrock tape and texture to make a seamless repairs, in the walls and ceiling of living room and in kitchen and make repairs as needed. If needed replace with sheetrock tape and texture. Remove old ceiling acoustic with texture and knock down or skip trowel to match walls in the thru out home.

#34 Remove and Close in Opening $ 500.00

Remove prime window; frame in opening; insulate to full "r" value, and finish interior and exterior surfaces to match existing. Kithch south window.

Interior	Main Structure	Single Family	House	Floor

#35 Caulk House Complete $ 500.00

Clean all surfaces and caulk to provide leak-free seal according to Performance Manual guidelines.

Interior	Main Structure	Single Family	House	Mechanical

#36 Remove Cooler and Floor Furnace $ 500.00

Remove the cooler and duct system from the roof or other specified area seal against weather and rain.

#37 Install 2.5 Ton Gas Pack System $ 8,300.00

Install new Gas pack system, per manufactures instructions, include 14 Seer a/c gas furnace 80% afue system, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers, gas line and shut offs with flex, installed to code. Outdoor unit elevation: PMI by area snowfall,or local code.

1) Size the new furnace/AC system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. NOTE: Unit size may round up to the nearest ½ ton, but must not be undersized.
2) Electrical supply must be a dedicated circuit.
3) Unit must have a minimum 30 inch front clearance, when installed.
4) Check the temp, rise and match to the unit (PMI)
All furnace work must meet or exceed NFPA #54, as well as any other local codes.
Install a new duct system complete with registers for best possible efficiency. Use a reduced plenum system if possible.
Size all ducts for best performance. (PMI)
1) All joints in return air and supply ducts must be sealed.
2) Install a filter register.
3) Filter to be of common, readily available size.

Interior	Main Structure	Single Family	House	Floor

#38 Repair Subfloor $ 625.00

Remove all defective materials and replace with new materials to match existing in type of dimension include floor furnace opening and area where the built in hutch was removed, which needs to match existing finished floor as close as possible. "Not just a stained plywood patch!" Include underlayment and repairs as needed in tiled areas.

#39 Install VCT Tile $ 1,400.00

Provide and install standard brand VCT tile floor as per manufacturers recommendations include base trim. In the kitchen and in both bathrooms.

Interior	Main Structure	Single Family	House	Painting

#40 Paint House Complete $ 5,000.00

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting, also two coats of primer on exterior surfaces interior color of home owners choice exterior must be light in nature and have housing rehab specialist approval prior to purchase of paint must meet wear

requirements for a 20 year paint product such as ASTM D-659. Also make sure to follow ALL lead paint procedures to encapsulate or abate any positive lead tested areas correctly according to lead report positive summary.

Interior	Main Structure	Single Family	House	Appliances

#41 Stove $ 800.00

Replace the old stove with a new, sealed burner electric ignition model. Gas valve and flex line must be.

Total For: House	$ 37,975.00
Total For: Interior	$ 30,050.00
Job Total Cost Plus 6.24% tax	$ 72,269.76 *

*Contract amount includes 6.24% sales tax ($4,244.76)

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-1628 **Regular Agenda Item 2- E**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For: Berthan DeNero, Human Resources Director

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

Department: Human Resources

Information

Request/Subject

Memorandum of Agreement with the U.S. Army Partnership for Youth Success (PaYS) Program.

Background Information

N/A

Evaluation

The U.S. Army Partnership for Youth Success (PaYS) Program would like to partner with Gila County, through a Memorandum of Agreement (MOA), to provide America's youth with an opportunity to serve their country while they prepare for their future. This unique program is part of the Army's effort to partner with America's business community and reconnect America with the Army.

The PaYS Program provides a recruiting incentive to increase the Army's ability to assist with hiring needs. It would provide Gila County with motivated, experienced, and qualified candidates and it is an opportunity for Gila County to work with the Army in a community outreach and help to reverse the trend of an ever decreasing, qualified workforce. Gila County would agree to provide an interview to qualified PaYS soldiers and ROTC cadets.

Additionally, the Gila County logo will be posted on the ARMY PaYS website, as a display of our loyalty and committment to support our troops.

The MOA is being submitted to the Board of Supervisors, prior to the signature of Henry L. Huntley, Brigadier General, USA, Deputy Commanding General. The Army feels that since the Army Recruiting Command is the sponsoring agency and dealing with a Major General, who is in Command of the Army's recruiting operations for the United States, to include Puerto Rico and the Virgin Islands; this identifies the Army as the lead organization. The MOA is then considered a "blank document" until signed by the participating agency (see attached email dated February 14, 2013.)

Conclusion

This is a great opportunity for Gila County to hire veterans who have met the highest mental, moral and physical standards. The Army instills seven core Army values; Loyalty, Duty, Respect, Selfless Service, Honor, Integrity, and Personal Courage, in every soldier (candidate). This program is a win-win situation for Gila County, the Army and its soldiers.

Recommendation

Staff recommends that the Gila County Board of Supervisors enter into a Memorandum of Agreement between the United States Army and Gila County to provide an opportunity to qualified veterans to interview for an open position; and recommends that the Gila County Board of Supervisors allow the ARMY PaYS website to display the Gila County logo.

Suggested Motion

Information/Discussion/Action to approve a Memorandum of Agreement between Gila County and the United States Army, Partnership for Youth Success (PaYS) Program, to provide an opportunity to qualified veterans to interview for an open position within Gila County and to allow the ARMY PaYS website to display the Gila County logo as a member of the ARMY PaYS Program. **(Berthan DeNero)**

Attachments

Department of the Army-MOA execution instructions

Memorandum of Agreement between the United States Army and Gila County, Arizona

Consent to Use Company Marks

Email dated February 14, 2013

Legal Explanation

DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
MANPOWER AND RESERVE AFFAIRS
111 ARMY PENTAGON
WASHINGTON, DC 20310-0111

February 14, 2013

Gila County, Arizona
Human Resources Director
Ms. Berthan DeNero
1400 East Ash Street
Globe, Arizona 85501

Dear Ms. DeNero,

Two copies of the Memorandum of Agreement (MOA) between Gila County, Arizona and the Army's Partnership for Youth Success (PaYS) Program are enclosed. The MOA allows you to forecast and load positions for Regular Army Soldiers, Army Reserve Soldiers and Reserve Officers' Training Corps (ROTC) Cadets. Regular Army Soldiers will complete 2 to 6 years of active duty before coming to you for an interview. Army Reserve Soldiers are available in 6 to 18 months. ROTC Cadets who will serve in the Reserve Component select a PaYS partner while attending college and are available for employment after graduation.

Please sign both copies and return in the enclosed prepaid FedEx envelope. We will return one signed copy to you for your records. Included are two Consent To Use Company Marks forms. This consent will permit us to post Gila County, Arizona's logo to our web site at www.armypays.com. Please sign the releases and return one with the MOAs. Also forward your logo electronically in either a .jpg, .eps or .ai format to Ms. Gena Goldsmith. Questions regarding your logo can be directed to Gena at (502) 613-0447 or email her at gena.l.goldsmith.ctr@mail.mil.

To access the PaYS Information Exchange (PIX) to load future vacancies for Soldiers and Cadets contact the PaYS Help Desk operated by Ms. Latonya Fitzgerald, (502) 613-1222, for a user ID and password. Should you have any questions regarding forecasting and job loading please contact Mr. Theadore Groholske, PaYS Marketer, at (502) 613-1690 or email theadore.r.groholske.ctr@mail.mil. He can also assist with a signing ceremony to ensure the local community is aware of your partnership with the US Army and support of its Soldiers. Expect the local Army Recruiting Battalion to contact you in the future to request your participation in joint recruiting and community events.

The PaYS team is looking forward to working with Gila County, Arizona. The success of the PaYS program is dependent upon our partnerships. Welcome to the PaYS Team!

Sincerely,

Angela R Byrd

Angela R. Byrd
PaYS Program Manager
Army Marketing and Research Group
Alexandria, VA 22332

Enclosures

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY
AND
GILA COUNTY, ARIZONA

SUBJECT: Participation in the Partnership for Youth Success Program

1. Purpose. This Memorandum of Agreement (MOA) identifies the parameters of the Partnership for Youth Success (PaYS) Program for enlistment into the U.S. Army and/or the U.S. Army Reserve and/or contract into the U.S. Army Reserve Officers' Training Corps (ROTC) PaYS Program and establishes the responsibilities of the U.S. Army and GILA COUNTY, ARIZONA.

2. Scope.

a. All parties recognize the considerable value of the PaYS Program to U.S. Army recruiting and to industry. The U.S. Army believes that PaYS will greatly assist in fulfilling its mission to recruit with integrity high quality men and women to meet the requirements of America's Army and also reconnect America with its Army. Likewise, industry and the specific participating companies will benefit from the employment of intelligent, trained, and responsible men and women with Army values, experience, and proven leadership skills.

b. The U.S. Army is prohibited from endorsing or appearing to endorse a specific agency or corporation. All information received by PaYS candidates from recruiters will be used to identify job opportunities related to the enlisted individual's Military Occupational Specialty (MOS) or leadership training or commissioning branch for ROTC PaYS Cadets.

c. GILA COUNTY, ARIZONA responsibilities under the PaYS Program extend only to those enlisted active duty or Army Reserve Soldier PaYS participants whose military service was characterized as honorable upon completion of active duty training and ROTC Cadets who receive a Bachelor's Degree, commission and complete their initial active duty period of service. This program applies to the enlisted Soldier's first term of enlistment only or initial entry training for U.S. Army Reserve Soldiers, and to those Cadets who successfully complete their ROTC requirements. For other former Soldiers and/or Cadets, the agency owes no obligation such as placement or priority placement consideration, but may hire or interview as desired.

3. Responsibilities.

a. The Army's Obligations.

(1) Advise enlistment prospects of the PaYS Program during the initial Army interview. Incorporate the PaYS program in the ROTC curriculum and advise Cadets to review and reserve PaYS partner opportunities in the Cadet portal.

(2) Advise enlisting prospects, after qualifying for one or more MOSs, of the related job opportunities for which they may be qualified to work after completing their initial term of service or active duty training for the U.S. Army Reserve. Advise ROTC Cadets of the related job opportunities for which they may be qualified to work after completion of their bachelor's degree, commissioning, and initial active duty period of service.

(3) Develop recruiting literature to publicize the PaYS Program, characterizing it as an enlistment incentive.

(4) Provide information to GILA COUNTY, ARIZONA to assist in maintaining contact with PaYS participants. Provide transition support to first term Regular Army enlisted Soldiers as they leave

military service or as U.S. Army Reserve enlisted Soldiers complete their initial training or as ROTC Cadets complete requirements for their Bachelor's Degree and commission and/or their initial active duty period of service with the Army.

b. GILA COUNTY, ARIZONA Obligations.

(1) GILA COUNTY, ARIZONA will interview all qualified PaYS participants for employment with the agency provided there are forecasted future openings at the time of their enlistment in the U.S. Army; U.S. Army Reserve; or at contracting for ROTC PaYS Cadets. Enlisted Soldiers will sign a Statement of Understanding (USAREC Form 1202) acknowledging the opportunity for an interview with GILA COUNTY, ARIZONA. ROTC cadets will print the acknowledgement from the Cadet Portal. This opportunity is contingent upon an Honorable Discharge for Regular Army Soldiers, completion of Active Duty Training for Army Reserve Soldiers, or receipt of a Bachelor's Degree and commission for ROTC PaYS Cadets and/or completion of their initial active duty period of service with the Army. Upon successful completion of their active duty or reserve commitment, the agency will provide qualified PaYS participants the opportunity to be assessed and to interview with a representative of the agency. Interviews are predicated upon available job opportunities at that time. GILA COUNTY, ARIZONA will interview enlisted U.S. Army Reserve PaYS participants within 30 days of completion of their initial active duty training. GILA COUNTY, ARIZONA may interview ROTC PaYS Cadets during their senior year of college or after confirmation of component and branch. GILA COUNTY, ARIZONA may agree to an internship program with ROTC PaYS Cadets during their education, as leadership training and opportunities permit. Should there be no employment opportunities available with GILA COUNTY, ARIZONA at the time of the enlisted Soldiers separation from the U.S. Army or commissioning or separation for ROTC PaYS Cadets, GILA COUNTY, ARIZONA will provide an opportunity for an interview to the PaYS participant when an opportunity becomes available. Despite this priority interview, the agency retains the right to determine whether to ultimately hire the PaYS participant based on the applicant's qualifications and the needs of the agency at the time of the enlisted Soldiers separation from the U.S. Army, completion of active duty training requirements for Army Reserve Soldiers, or commissioning and/or completion of their initial active duty period of service for all ROTC Cadets.

(2) GILA COUNTY, ARIZONA understands and acknowledges its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. Secs. 4301-4335, and agrees that it will observe the provisions as to any U.S. Army Reserve PaYS participant that it employs. GILA COUNTY, ARIZONA understands that U.S. Army Reserve service obligations may include many types of service, including weekend drills, annual training, additional duty training, and deployments within the United States or to foreign locations.

(3) GILA COUNTY, ARIZONA understands the PaYS Program does not create a veteran's employment preference. The PaYS Program is not related to any statutory employment preference. The Army does not intend that GILA COUNTY, ARIZONA start any voluntary preference requirement as part of this agreement. PaYS partners agree to follow local, state, and federal veteran's hiring preferences, if applicable.

(4) GILA COUNTY, ARIZONA understands and acknowledges that Reserve Component Cadets will attend branch specific training Basic Officer Leader Course within one year of their commissioning date.

(5) GILA COUNTY, ARIZONA will provide and maintain a point of contact within the agency to assist individuals before and during the employment process. The point of contact will inform the PaYS helpdesk of any unique hiring procedures. The PaYS helpdesk will use this information to advise PaYS Soldiers and/or Cadets and answer questions regarding interviewing procedures.

(6) GILA COUNTY, ARIZONA understands that an individual, who initially indicates intent to seek employment with the agency after his or her initial period of enlistment, may later decide to re-enlist in the U.S. Army or obtain employment with another agency.

(7) GILA COUNTY, ARIZONA agrees to provide the Army with joint recruiting opportunities on a periodic basis in various communities served by GILA COUNTY, ARIZONA, such as co-presentations at schools, technical/trade schools, organizations, career fairs and the like. GILA COUNTY, ARIZONA will designate these opportunities as market and business conditions dictate.

(8) GILA COUNTY, ARIZONA agrees to provide information on the ultimate placement of the PaYS veterans. The success of this program is determined by the number of Soldiers and/or Cadets who interview with their designated partner. Release of interview/hiring information can be limited to raw numbers.

(9) If GILA COUNTY, ARIZONA uses an electronic process for job application, there should be a built in mechanism to identify Army PaYS Soldiers and/or Cadets. This mechanism will ensure PaYS Soldiers and/or Cadets receive an opportunity for interview.

4. Termination. This agreement remains in effect for an indefinite period or upon written termination by either party. Either party hereto may terminate this MOA upon 30 days written notice to the other party. Participants already enlisted in the PaYS Program will not be affected by this termination.

Gila County, Arizona
ATTN: Berthan DeNero
1400 East Ash Street
Globe, Arizona 85501

Army Marketing and Research Group
ATTN: PaYS Program Manager
SAMR-SI
200 Stovall Street
Hoffman II, Room 4N51
Alexandria, Virginia 22332

5. Participation in the PaYS Program is not a Government contract within the meaning of the Federal Acquisition Regulation, and does not confer upon GILA COUNTY, ARIZONA Government contractor or subcontractor status for purposes of Executive Order 11246 and other Federal laws.

6. Effective date. This MOA is effective when signed by both parties, on the date of the later signature.

_____
MICHAEL A. PASTOR
Chairman of the Board
Gila County, Arizona

_____
HENRY L. HUNTLEY
Brigadier General, USA
Deputy Commanding General

_____
(DATE)

_____
(DATE)

PARTNERSHIP for YOUTH SUCCESS (PaYS)

CONSENT TO USE COMPANY MARKS

Gila County, Arizona consents to the United States Army's use of its name and logo (marks) to promote the PaYS Program. This use will consist of displaying **Gila County, Arizona** name and logo at the PaYS website, www.armypays.com/corplogos.htm, in PaYS literature, and on PaYS convention display boards (similar to illustration) identifying **Gila County, Arizona** as a PaYS Partner. This use of **Gila County, Arizona** marks shall be non-exclusive, non-transferable, and royalty free, and does not constitute an endorsement of **Gila County, Arizona** by the Army. The Army will not use **Gila County, Arizona** marks for any purpose other than herein stated without the prior written approval of **Gila County, Arizona**.

Gila County, Arizona

By: _____

Name: Michael A. Pastor

Title: Chairman of the Board

Date: _____

U.S. Army

By: Angela R Byrd

Name: Angela R. Byrd

Title: PaYS Program Manager

Date: 15 feb 13

Sgroi, Dana

From: Groholske, Theadore R CTR (US) [theadore.r.groholske.ctr@mail.mil]
Sent: Thursday, February 14, 2013 7:46 AM
To: Sgroi, Dana
Cc: DeNero, Berthan; willie.harris@usaac.army.mil
Subject: RE: Gila Co, AZ MOA with changes (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: FOUO

Hey Jeannie
Thanks for the follow up, we'll have 4 original Memorandum of Agreement's (MOA) prepared, 1 for us- 3 for you. I see your reasoning for signing last since the County would be the lead participant in most situations in and around your area of operation. Since the Army Recruiting Command is the sponsoring agency and we're dealing with a Major General whose in Command of the Army's Recruiting Operations for the United States, to include Puerto Rico and the Virgin Islands; this should identify the Army as the lead organization. The MOA is then considered a "blank document" till signed by the participating agency. This is why the General doesn't sign till it's signed by the other agency.

Ted Groholske
Southwest PaYS Marketing Analyst
1600 Spearhead Division Ave.
Dept. 600
Fort Knox, KY 40122-5600
502 613-1690
theadore.r.groholske.CTR@mail.mil
www.armypays.com

-----Original Message-----
From: Sgroi, Dana [mailto:dsgroi@gilacountyaz.gov]
Sent: Wednesday, February 13, 2013 6:59 PM
To: Groholske, Theadore R CTR (US)
Cc: DeNero, Berthan
Subject: Gila Co, AZ MOA with changes (UNCLASSIFIED)

Hello Theadore,

I am working on the ArmyPAYS MOA with Birdie. You sent her an email this morning advising that the MOA has been approved and asking if we need three copies. We will need, when all is said and done, to have three with original signatures. They will be the same people signing, we just need three originals. Birdie said the Army did not want to sign the MOA first, which is the way we usually handle any contract, but I told her as long as we have something in writing from you stating why the Army will not sign first, we can use that. I hope this answers your question. Please let me or Birdie know if you have any questions.

Thank you,

Jeannie Sgroi

Contracts Support Specialist

(928) 402-8612

Gila County Finance

1400 E. Ash Street

Globe, AZ 85501

Classification: UNCLASSIFIED
Caveats: FOUO

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1721 **Regular Agenda Item 2- F**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Finance Department		
Fiscal Year:	FY 2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	03-19-12 to 07-18-14	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Request to Award Bid No. 110812 for Chips, ABC, and Asphalt for the Timber Region

Background Information

On December 18, 2012, the Gila County Board of Supervisors authorized a Request to Advertise for Bids No. 110812 chips, ABC, asphalt & cold mix for the Copper Region and the Timber Region.

Invitation for Bids No. 110812 was advertised in the Arizona Silver Belt on January 2, 2013, and January 9, 2013. All sealed bids were due on January 16, 2013.

Evaluation

Award of this bid would allow for the Consolidated Roads Department to purchase chips, ABC and asphalt in order to maintain roads and parking lots, pavement preservation and chip sealing for the Timber Region of Gila County.

Even though the bid specifications included a line item for cold mix, after further review by County personnel, it has been decided that the cold mix could be purchased through a purchase order instead of being included in a formal bid process.

In addition to acquiring competitive pricing for these materials, the advantage to having a contract in place for the purchase of chips, ABC and asphalt is that the unit price will be fixed for the term of the contract, and other political subdivisions, cities and towns of the State of Arizona, in which Gila County has entered into an active purchasing agreement, can benefit from the same pricing. The term of the contract shall remain in effect for a period of sixteen (16) months, unless terminated or cancelled, with an option to renew for two (2) additional one (1) year periods.

Conclusion

During the planning process for FY 2013, Public Works is forecasting the aggregate materials for repairs and maintenance of roads in both the Copper and Timber Regions, to be approximately $600,000 to $900,000, depending upon the weather and other factors. Some of the major maintenance projects require more products and some of the work is reimbursable by the Forest Service. To obtain contracts for road materials, by region, has saved the County money by choosing vendors, due to the difference in hauling costs, while remaining competitive.

After further review by Finance Division staff of the language contained in Contract No. 110812, it has been determined that a renumeration cap needs to be noted in the contract; therefore, an Amendment is being added to this agenda item to become an integral part of the contract documents.

Recommendation

After extensive review of all submitted proposals, the Public Works Director recommends the Board of Supervisors approve the award of Request for Bids No. 110812 chips, ABC and asphalt for the Timber Region to Payson Concrete & Materials.

Amendment No. 1 has been submitted to Payson Concrete & Materials for signature. Awarding the contract to Payson Concrete & Materials is contingent upon their signing Amendment No. 1.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 110812 for the purchase of chips, ABC, and asphalt for the Copper Region and Timber Region; award the Timber Region of Bid No. 110812 to the lowest, responsible and qualified bidder contingent upon that bidder agreeing to sign Amendment No. 1 to the Award Contract; and authorize the Chairman's signature on the Award Contract and Amendment No. 1 to the Contract for the winning bidder. **(Joseph Heatherly)**

Attachments

Quote Tabulation Form

All Rock Supply Inc. sealed bid

Mesa Materials sealed bid

Payson Concrete and Materials sealed bid

Contract No. 110812 with Payson Concrete and Materials, Inc.

Amendment No. 1 to Contract No. 110812

Legal Explanation

QUOTE TABULATION FORM

GILA COUNTY

BID TITLE: 110812 — Chips, ABC, Asphalt & Cold Mix for Copper Region and Timber Region

BID NO.: 110812

BID DUE DATE: January 16, 2013

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Payson Concrete & Materials pcmexc@gmail.com 928-476-3664	SEE BREAKDOWN BELOW	emailed IFB 01-02-13 to Dallas. Called Dallas on 01-04-13 to make sure he received invite. He had me call Tim Hughes and email it to him at pcmpsn@gmail.com
	MDI Rock miked@mdirock.com 602-569-8722	NO BID	emailed IFB 01-02-13 to Mike Denny
	Mesa Materials psouthway@mesamaterials.com 602-803-9828	SEE BREAKDOWN BELOW	emailed IFB 01-02-13 to Patti Southway
	Pioneer Sand ken@pioneersand.com 602-989-2260	NO BID	emailed IFB 01-02-13 to Ken Ward
	Vulcan Materials shimerd@vmcmail.com 602-452-5535	NO BID	emailed IFB 01-02-13 to Debbie Shimer
	All Rock Supply, Inc. Kristen.rodriguez@allrocksupply.net 480-797-6566	SEE BREAKDOWN BELOW	emailed IFB 01-02-13 to Kristen Rodriguez
	LaFarge North America eric.marshall@lafarge-na.com 505-918-4301	NO BID	emailed IFB 01-02-13 to Eric Marshall
	Paloma Ready Mix & Materials lmb@palomareadymix.com 602-686-8928	NO BID	emailed IFB 01-02-13 to Loren Brown
	Western Aggregates bob.mack@westernagg.com 602-291-1588	NO BID	emailed IFB 01-03-13 to Bob Mack
	Fisher Sand & Rock/dba Southwest Asphalt rkissling@fisherind.com 480-730-1033	NO BID	emailed IFB 01-03-13 to Richard Kissling
	Cemex josel.quintero@cemex.com 928-425-5775	NO BID	emailed IFB 01-03-13 to Jose Quintero

	FW Dodge dodge_reocwe@mcgraw-hill.com	PUBLICATION	emailed IFB 01-04-13 to Ginger at McGraw-Hill
	Blue Book www.thebluebook.com	PUBLICATION	entered IFB online 01-04-13
	BID RESULTS COPPER REGION	**1/2" Chips FOB Plant**	**1/2" Chips Delivered to 1400 E. Ash, Globe**
	Payson Concrete & Materials TONTO PLANT	$20.00/ton	$29.75/ton
	Mesa Materials	$13.41/ton	$29.66/ton
	All Rock Supply	$21.50/ton	$27.00/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash
	BID RESULTS COPPER REGION	**3/8" Chips FOB Plant**	**3/8" Chips Delivered to 1400 E. Ash, Globe**
	Payson Concrete & Materials TONTO PLANT	$14.00/ton	$33.75/ton
	Mesa Materials	$13.41/ton	$29.66/ton
	All Rock Supply	$14.50/ton	$20.50/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash
	BID RESULTS COPPER REGION	**ABC-ADOT Class 2 FOB Plant**	**ABC-ADOT Class 2 Delivered to 1400 E. Ash, Globe**
	Payson Concrete & Materials TONTO PLANT	$8.50/ton	$18.25/ton
	Mesa Materials	$5.00/ton	$21.25/ton
	All Rock Supply	$15.75/ton	$21.50/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash

	BID RESULTS COPPER REGION	ABC-MAG Spec FOB Plant	ABC-MAG Spec Delivered to 1400 E. Ash, Globe
	Payson Concrete & Materials TONTO PLANT	$8.50/ton	$18.25/ton
	Mesa Materials	$5.00/ton	$21.25/ton
	All Rock Supply	$15.75/ton	$21.50/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash
	BID RESULTS COPPER REGION	**3/8" Asphalt-MAG Spec FOB Plant**	**3/8" Asphalt-MAG Spec Delivered to 1400 E. Ash, Globe**
	Payson Concrete & Materials PAYSON PLANT	$63.00/ton	$80.50/ton
	Mesa Materials	$63.00/ton	$80.00/ton
	All Rock Supply	NO BID	NO BID
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash
	BID RESULTS COPPER REGION	**3/4" Asphalt-MAG Spec FOB Plant**	**3/4" Asphalt-MAG Spec Delivered to 1400 E. Ash, Globe**
	Payson Concrete & Materials PAYSON PLANT	$61.00/ton	$78.50/ton
	Mesa Materials	$60.00/ton	$77.00/ton
	All Rock Supply	NO BID	NO BID
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash

	BID RESULTS COPPER REGION	Cold Mix-Mod 1/2" FOB Plant	Cold Mix-Mod 1/2" Delivered to 1400 E. Ash, Globe
	Payson Concrete & Materials PAYSON PLANT	NO BID	NO BID
	Mesa Materials	$91.20/ton	$107.45/ton
	All Rock Supply	$115.00/ton	$130.00/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 1400 E. Ash $.025 per ton/mile from 1400 E. Ash to final destination $2.00 per mile beyond 1400 E. Ash
	BID RESULTS TIMBER REGION	**1/2" Chips FOB Plant**	**1/2" Chips Delivered to 608 E. Hwy. 260, Payson**
	Payson Concrete & Materials PAYSON PLANT	$25.00/ton	$27.00/ton
	Mesa Materials	$13.41/ton	$29.66/ton
	All Rock Supply	$21.50/ton	$31.50/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson
	BID RESULTS TIMBER REGION	**3/8" Chips FOB Plant**	**3/8" Chips Delivered to 608 E. Hwy. 260, Payson**
	Payson Concrete & Materials PAYSON PLANT	$19.00/ton	$21.00/ton
	Mesa Materials	$13.41/ton	$29.66/ton
	All Rock Supply	$14.50/ton	$24.50/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson
	BID RESULTS TIMBER REGION	**ABC-ADOT Class 2 FOB Plant**	**ABC-ADOT Class 2 Delivered to 608 E. Hwy. 260, Payson**
	Payson Concrete & Materials PAYSON PLANT	$13.50/ton	$15.50/ton
	Mesa Materials	$5.00/ton	$21.25/ton
	All Rock Supply	$15.75/ton	$21.50/ton

	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson
	BID RESULTS TIMBER REGION	**ABC-MAG Spec FOB Plant**	**ABC-MAG Spec Delivered to 608 E. Hwy. 260, Payson**
	Payson Concrete & Materials PAYSON PLANT	$13.50/ton	$15.50/ton
	Mesa Materials	$5.00/ton	$21.25/ton
	All Rock Supply	$15.75/ton	$21.50/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson
	BID RESULTS TIMBER REGION	**3/8" Asphalt-MAG Spec FOB Plant**	**3/8" Asphalt-MAG Spec Delivered to 608 E. Hwy. 260, Payson**
	Payson Concrete & Materials PAYSON PLANT	$63.00/ton	$65.50/ton
	Mesa Materials	$63.00/ton	$80.00/ton
	All Rock Supply	NO BID	NO BID
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson
	BID RESULTS TIMBER REGION	**3/4" Asphalt-MAG Spec FOB Plant**	**3/4" Asphalt-MAG Spec Delivered to 608 E. Hwy. 260, Payson**
	Payson Concrete & Materials PAYSON PLANT	$61.00/ton	$63.50/ton
	Mesa Materials	$60.00/ton	$77.00/ton
	All Rock Supply	NO BID	NO BID
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson

	BID RESULTS TIMBER REGION	Cold Mix-Mod 1/2" FOB Plant	Cold Mix-Mod 1/2" Delivered to 608 E. Hwy. 260, Payson
	Payson Concrete & Materials PAYSON PLANT	NO BID	NO BID
	Mesa Materials	$91.20/ton	$107.45/ton
	All Rock Supply	$115.00/ton	$130.00/ton
	Payson Concrete & Materials Mesa Materials All Rock Supply	Delivery Charge Delivery Charge Delivery Charge	$7.00 per mile beyond 608 E. Hwy 260, Payson $.025 per ton/mile from 608 E. Hwy 260 to final destination $2.00 per mile beyond 608 E. Hwy. 260, Payson

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

BID NO. 110812

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

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

County Manager
Don E. McDaniel, Jr.

Public Works Director
Steve Stratton

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

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

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

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

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

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

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

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

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

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

Arizona Silver Belt Advertisement Dates: January 02nd, 2013 and January 09th, 2013

Signed: _____ Date: 12 / 18 / 12
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 12 / 18 / 12
Tommie C. Martin, Chairman of the Board of Supervisors

SCOPE OF SERVICE/WORK/SPECIFICATIONS

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

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

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

INSTRUCTIONS TO SUPPLIERS

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

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

Instructions to Suppliers continued.....

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Addenda

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

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

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

Inquires

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

Instructions to Suppliers continued....

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

Late Proposals

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

Submittal Proposal Format:

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

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Suppliers continued.....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

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

GENERAL TERMS AND CONDITIONS

Award Contract/Agreement

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:

        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued.....

Protests

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

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

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

Supplier Award Agreement continued.....

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Supplier Award Agreement continued.....

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Supplier Award Agreement continued.....

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

Supplier Award Agreement continued.....

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

Proposal Evaluation Process

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

General

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

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

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

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.** Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

Minimum Specifications Terms and Conditions continued.....

1.5.1 One (1) original and two (2) copies with original signatures of all submissions is MANDATORY.

1.5.2 Qualification and Certification Forms, (page 25 & 26)

1.5.3 Price Sheet, (page 27 and 28)

1.5.4 References, (page 29)

1.5.5 No Collusion in Bidding, (page 30)

1.5.6 Intentions for Subcontracting, (page 31)

1.5.7 Anti-Terrorism Warranty, (page 32)

1.5.8 Legal Arizona Workers Act Compliance, (page 33)

1.5.9 Checklist and Addenda Acknowledgment, (page 34)

1.5.10 Offer and Agreement page, MANDATORY (Attachment page 35-36)

SECTION 2.0

Proposal Pricing

2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 27 and 28, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications Terms and Conditions continued.....

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

3.2.3 Sample of formula as follows:

($ amount change in ADOT index) X (% of bituminous material) + (amount bid)

Minimum Specifications Terms and Conditions continued.....

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

SECTION 4.0

Ordering

4.1 Ordering

4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.

4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.

4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

Minimum Specifications Terms and Conditions continued.....

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

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

SECTION 5.0

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

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

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

Minimum Specifications Terms and Conditions continued.....

Asphalt

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

ABC

ADOT Specifications, Class II; MAG Spec

Chips

Size 3/8" and 1/2"

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

Cold Mix

Mod. ½" C.O.P. 5.3% 1% T2 Cold Mix

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

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

Minimum Specifications Terms and Conditions continued.....

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

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

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

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

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

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

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

Insurance Provisions continued....

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

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

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

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

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

2. **Automobile Liability**

   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

Insurance Provisions continued....

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Insurance Provisions continued.....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

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

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

SECTION 6.0

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

The applicant submitting this Proposal warrants the following:

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

All Rock Supply, Inc. 480-288-1458
950 E. Baseline Ave
Apache Junction, AZ. 85119

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract? _____Yes ✓ No. If "Yes, give details, including the date, the contracting agency, and the reasons Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ✓ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? _____Yes ✓ No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** 1.4

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

Kristen Rodriguez
Signature of Authorized Representative

KRISTEN RODRIGUEZ
Printed Name

Owner
Title

PRICE SHEET – COPPER REGION

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

Product Description	FOB Plant *Price Per Ton	Delivered 1400 E. Ash St., Globe, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 21.50	$ 27.00
3/8" Chips (9.5 mm) ADOT Spec.	$ 14.50	$ 20.50
A.B.C. (ADOT Class 2) (MAG Spec)	$ 15.75 $ 15.75	$ 21.50 $ 21.50
3/8" Asphalt (9.5 mm) MAG Spec.	$ NO BID	$ NO BID
3/4" Asphalt (19.0 mm) MAG Spec.	$ NO BID	$ NO BID
Cold Mix (Mod ½")	$ 115.00	$ 130.00

Cost per mile for delivery to other Gila County Locations: $ 2.00

Minimum 20 Ton for pick up FOB plant and delivered

Amount $ 350.00 each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

PRICE SHEET – TIMBER REGION

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

Product Description	FOB Plant *Price Per Ton	Delivered 608 E. Highway 260, Payson, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 21.50	$ 31.50
3/8" Chips (9.5 mm) ADOT Spec.	$ 14.50	$ 24.50
A.B.C. (ADOT Class 2)	$ 15.75	$ 21.50
(MAG Spec)	$ 16.75	$ 21.50
3/8" Asphalt (9.5 mm) MAG Spec.	$ NO BID	$ NO BID
3/4" Asphalt (19.0 mm) MAG Spec.	$ NO BID	$ NO BID
Cold Mix (Mod ½")	$ 115.00	$ 130.00

Cost per mile for delivery to other Gila County Locations: $ 2.00

Minimum 20 Ton for pick up FOB plant & delivered

Amount $ 350.00 each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

REFERENCE LIST

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

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

References

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

	CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
1.	AAA LANDSCAPE 3747 E. SOUTHERN AVE PHOENIX, AZ. 85040	602.575.2011	DEBBIE SWANN
2.	GOTHIC LANDSCAPE 2526 E SOUTHERN AVE PHOENIX, AZ. 85040	602.470.1711 X. 2416	LARRY SALTMAN
3.	CREATIVE PARADISE 2475 E. QUEEN CREEK RD GILBERT, AZ. 85297	480.688.4219	LANCE CLEVELAND
4.	CSW CONTRACTORS 6135 N. 7TH ST. #105 PHOENIX, AZ. 85014	602.980.1888	JOE KILGALLEN

Kristen Rodriguez
Signature of Authorized Representative

KRISTEN RODRIGUEZ
Printed Name

OWNER
Title

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

KRISTEN RODRIGUEZ
(Name of Individual)

being first duly sworn, deposes and says:

That he is OWNER
(Title)

Of ALL ROCK SUPPLY, INC. and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 110812 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

ALL ROCK SUPPLY, INC.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

ALL ROCK SUPPLY, INC.
Name of Business

Kristen Rodriguez
By

OWNER
Title

Subscribed and sworn to before me this 15 day of January, 2013.

Notary Public

My Commission expires: March 1, 2013

SARA J. HUGHES
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 1, 2013

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

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

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

☐ YES, it is my intention to subcontract a portion of the work.

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

All Rock Supply, Inc.
Name of Business

Kristen Rodriguez
Signature of Authorized Representative

OWNER
Title

01/15/2013
Date

ANTI-TERRORISM WARRANTY

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

Kristen Rodriguez
Signature of Authorized Representative

KRISTEN RODRIGUEZ
Printed Name

OWNER
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Kristen Rodriguez
Signature of Authorized Representative

KRISTEN RODRIGUEZ
Printed Name

OWNER
Title

SUPPLIERS CHECKLIST

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

CHECKLIST

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 15 day of January, 2013.

ALL ROCK SUPPLY, Inc.
SUPPLIER:

Kristen Rodriguez
BY:

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

OFFER AND AGREEMENT PAGE

To Gila County

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

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

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

Supplier Submitting Proposal:

ALL ROCK SUPPLY, INC.
Company Name

950 E. BASELINE AVE
Address

APACHE JCT AZ. 85119
City State Zip

For Clarification of this offer, contact:

Name: KRISTEN RODRIGUEZ

Phone No.: 480-288-1458

Fax No.: 480-288-1448

Email: Kristen@allrocksupply.net

Kristen Rodriguez
Signature of Authorized Representative

KRISTEN RODRIGUEZ
Printed Name

OWNER
Title

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

Offer Page continued.....

The offer is hereby accepted.

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

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

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this _____ day of _____, 2013

_____
Tommie C. Martin, Chairman, Board of Supervisors

ATTEST;

_____
Don E. McDaniel Jr., County Manager

APPROVED AS TO FORM;

_____
Bryan Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

ALL ROCK SUPPLY

480.288.1458

Company Overview

Founded in 1999, All Rock Supply, Inc. is a second generation family-owned and operated landscape rock supply company. Louis and Kristen Rodriguez are the principles, each of whom are active in the day-to-day operations of the company, along with 15 full-time employees year round. All Rock Supply provides quality landscape products and contracting services at competitive prices. Our primary focus is to provide our customers on-time and accurate delivery and installation of landscape materials in a safe and efficient manner.

LANDSCAPE MATERIALS

- Crushed Granite
- Sand & Aggregate Mix
- ABC
- River Rock
- Pioneer and Phoenix pavers

SERVICES

Landscaping Installation & Maintenance:
Our service division, Property Rock Resources specializes in the installation of landscape materials including crushed aggregate, boulders and plants for both residential and commercial customers.

Trucking:
We own and operate a fleet of seven specialized trucks and haul off construction debris such as dirt, concrete, and other landscape materials. We will deliver as little as one (1) ton of material servicing residential and commercial customers via our transfer dump trucks, end dumps and flat bed. All of our drivers undergo thorough background checks and drug screening.

General Contracting:
With over 15 years in the contracting business, we take pride on being a full-service general contractor from home repairs to backyard walls/fences. There is no job too large or too small for our company. Specialty contracting include: new home construction, additions, roofing, decks, workshops, detached garages. With access to equipment, we are also equipped for excavations, grading and demolition.

LOCATIONS

950 East Baseline Road
Apache Junction, AZ 85219

1703 S Arizona Avenue
Chandler AZ 85286

Phone: 480.288.1458

www.allrocksupply.com

Hours: M – F 6:30 am – 4:30 pm
Saturday 7:00 am – 12:00 pm

Valley-wide delivery on any size load!

BBB. ACCREDITED BUSINESS

DBE

Certified Minority Business Enterprise
MBE

AMA Arizona Multi-Housing Association
The Voice of Arizona's Apartment Industry

AACM® Arizona association of Community Managers

AZ ROC Licensed General Contractor • K-21/Dual: ROC272379 • B-Residential: ROC257027 • Federal Tax ID# 86-0943579 • DUNS# 02-026-8095

CITY OF TUCSON

ADOT

City of Phoenix

Arizona Unified Certification Program

This is to certify that

under Title 49, Part 26 of the Code of Federal Regulations, and
under the State of Arizona Unified Certification Program (AZUCP)

All Rock Supply, Inc.

is a Certified Disadvantaged Business Enterprise (DBE)
in the following specialty/specialties:

NAICS #212313, NAICS #212321, NAICS #212399, NAICS #236115,
NAICS #236118, NAICS #237990, NAICS #423320,NAICS #484220, NAICS #561730

Re-Certification Eligibility: June 22, 2011 to June 30, 2016
This Re-certification is valid through the above date provided this firm meets the on-going programmatic standards and fulfills the annual update requirement to remain in good standing as a DBE.

Jamie Geist

Jamie Geist, Certification Program Manager
Arizona Department of Transportation, Civil Rights Office

Date: June 22, 2011

Grand Canyon Minority Supplier Development Council

GCMSDC

THIS CERTIFIES THAT

All Rock Supply, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Grand Canyon Minority Supplier Development Council

****NAICS Code(s): 423320 ; 561730 ; 484220 ; 212321 ; 212399**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

04/18/2012	AZ00227
Issued Date	*Certificate Number*
04/18/2013	Chester R. Yancy
Expiration Date	*Mr. Yancy, Chairman*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: http://www.nmsdc.org.

NMSDC®

An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

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

BID NO. 110812

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

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

County Manager
Don E. McDaniel, Jr.

Public Works Director
Steve Stratton

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

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

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

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

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

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

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

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

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

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

Arizona Silver Belt Advertisement Dates: **January 02nd, 2013 and January 09th, 2013**

Signed: _____ Date: 12 / 18 / 12
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 12 / 18 / 12
Tommie C. Martin, Chairman of the Board of Supervisors

SCOPE OF SERVICE/WORK/SPECIFICATIONS

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

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

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

INSTRUCTIONS TO SUPPLIERS

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

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

Instructions to Suppliers continued.....

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Addenda

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

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

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

Inquires

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

Instructions to Suppliers continued.....

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

Late Proposals

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

Submittal Proposal Format:

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

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Suppliers continued.....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

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

GENERAL TERMS AND CONDITIONS

Award Contract/Agreement

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:

        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued.....

Protests

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

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

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

Supplier Award Agreement continued.....

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Supplier Award Agreement continued.....

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Supplier Award Agreement continued.....

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

Supplier Award Agreement continued.....

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

Proposal Evaluation Process

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

General

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

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

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

SECTION 1.0

General Purpose

1.1 All product specifications are minimum. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

Minimum Specifications Terms and Conditions continued.....

1.5.1 One (1) original and two (2) copies with original signatures of all submissions is MANDATORY.

1.5.2 Qualification and Certification Forms, (page 25 & 26)

1.5.3 Price Sheet, (page 27 and 28)

1.5.4 References, (page 29)

1.5.5 No Collusion in Bidding, (page 30)

1.5.6 Intentions for Subcontracting, (page 31)

1.5.7 Anti-Terrorism Warranty, (page 32)

1.5.8 Legal Arizona Workers Act Compliance, (page 33)

1.5.9 Checklist and Addenda Acknowledgment, (page 34)

1.5.10 Offer and Agreement page, MANDATORY (Attachment page 35-36)

SECTION 2.0

Proposal Pricing

2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 27 and 28, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications Terms and Conditions continued.....

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

3.2.3 Sample of formula as follows:

($ amount change in ADOT index) X (% of bituminous material) + (amount bid)

Minimum Specifications Terms and Conditions continued.....

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

SECTION 4.0

Ordering

4.1 Ordering

4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.

4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.

4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

Minimum Specifications Terms and Conditions continued.....

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

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

SECTION 5.0

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

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

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

Minimum Specifications Terms and Conditions continued.....

Asphalt

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

ABC

ADOT Specifications, Class II; MAG Spec

Chips

Size 3/8" and 1/2"

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

Cold Mix

Mod. ½" C.O.P. 5.3% 1% T2 Cold Mix

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

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

Minimum Specifications Terms and Conditions continued....

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

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

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

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

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

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

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

Insurance Provisions continued.....

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

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

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

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

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

2. **Automobile Liability**

   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

Insurance Provisions continued.....

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Insurance Provisions continued.....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

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

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

SECTION 6.0

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

The applicant submitting this Proposal warrants the following:

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

MESA MATERIALS
2516 E. UNIVERSITY SUITE 100
PHOENIX, AZ. 85034 623-463-5300

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

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

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

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** 2012 - .75

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

Patti Southway
Signature of Authorized Representative

Patti Southway
Printed Name

1-14-2013
Title

HYLANT GROUP

hylant.com

2401 West Big Beaver Road
Suite 400
Troy, MI 48084

P 248-643-8750
F 248-643-8753

January 11, 2013

Subject: Mesa Materials, Inc.
Experience Modification
12/31/2012-2013

Please note the experience modification for the captioned company is as follows:

2012 – .75

Workers Compensation coverage was provided under Large Lines Deductible Program.

Sincerely,

Karen Montreuil

Karen Montreuil
Client Service Specialist
Direct: (248) 822-2225
Email: Karen.Montreuil@hylant.com

PRICE SHEET – COPPER REGION

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

Product Description	FOB Plant *Price Per Ton	Delivered 1400 E. Ash St., Globe, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 13.41	$ 29.66 *
3/8" Chips (9.5 mm) ADOT Spec.	$ 13.41	$ 29.66 *
A.B.C. (ADOT Class 2)	$ 5.00	$ 21.25
(MAG Spec)	$ 5.00	$ 21.25
3/8" Asphalt (9.5 mm) MAG Spec.	$ 63.00	$ 80.00
3/4" Asphalt (19.0 mm) MAG Spec.	$ 60.00	$ 77.00
Cold Mix (Mod ½")	$ 91.20	$ 107.45

Cost per mile for delivery to other Gila County Locations: $ .25

Minimum ASPHALT 50 TONS / AGGREGATE 25 TONS Ton for pick up FOB plant

Amount $ 50.00 each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

PRICE SHEET – TIMBER REGION

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

Product Description	FOB Plant *Price Per Ton	Delivered 608 E. Highway 260, Payson, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 13.41	$ 29.66 *
3/8" Chips (9.5 mm) ADOT Spec.	$ 13.41	$ 29.66 *
A.B.C. (ADOT Class 2)	$ 5.00	$ 21.25
(MAG Spec)	$ 5.00	$ 21.25
3/8" Asphalt (9.5 mm) MAG Spec.	$ 63.00	$ 80.00
3/4" Asphalt (19.0 mm) MAG Spec.	$ 60.00	$ 97.00
Cold Mix (Mod ½")	$ 91.20	$ 107.45

Cost per mile for delivery to other Gila County Locations: $ .25

ASPHALT 50 TONS / AGGREGATE 25 TONS
Minimum _____ Ton for pick up FOB plant

Amount $ 50.00 each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

- Placed near line item indicates the specification Certification for Materials being bid.

1/2" Chip MAG Spec HIGH Volume Cover Material

3/8" Chip MAG Spec Low Volume Cover Material

- FOB Plant Site: 7845 West Broadway, Phoenix Arizona
- Delivered Pricing is based on 25 ton loads
- Asphalt Pricing is based on 50 ton minimum orders
- All pricing includes tax

MESA MATERIALS
QUALITY CONROL LABORATORY

Date: January 8, 2013

To: Whom it may concern

Subject: Certificate of Compliance for High Volume Chips

This letter is to certify that the High Volume Chips produced and tested at our Sun Plant No. 055 located at 7845 West Broadway Road, Phoenix, Arizona, has conformed to current MAG sections 701 for rock, gravel, and sand, and also 716 cover material specification requirements.

GRADATION

Sieve *Size*	% *Pass*	*Spec.*
1/2"	100	100
3/8"	75	70-100
1/4	8	0-10
#8	1	0-5
#200	0.2	0-1.0

ADDITIONAL TESTING

Test Performed	*Results*	*Spec.*
F. Faces, 1 side	97%	92% Min.
F. Faces, 2 sides	95%	85% Min.
L.A. Abrasion, 100 rev.	3%	9% Max
L.A. Abrasion, 500 rev.	18%	40% Max
Carbonates	3%	20% Max
Flakiness Index	1%	20% Max
Bulk O.D. Spg.	2.595	2.350 – 2.850
Water Absorption	1.17%	0 – 2.5%

If I can be of further assistance, please call me at (602) 903-1144 on my cell phone or at the office at (480) 830-1521.

Sincerely,

Paul M. Petroff

Paul M. Petroff
Quality Control Department
Mesa Materials, Inc.

MESA MATERIALS
QUALITY CONROL LABORATORY

Date: January 8, 2013

To: Whom it may concern

Subject: Certificate of Compliance for Low Volume Chips

This letter is to certify that the Low Volume Chips produced and tested at our Sun Plant No. 055 located at 7845 West Broadway Road, Phoenix, Arizona, has conformed to current MAG sections 701 for rock, gravel, and sand, and also 716 cover material specification requirements.

GRADATION

Sieve Size	% Pass	Spec.
3/8"	100	100
1/4"	74	70-100
#8	1	0-5
#200	1	0-1.0

ADDITIONAL TESTING

Test Performed	Results	Spec.
F. Faces, 1 side	97%	92% Min.
F. Faces, 2 sides	95%	85% Min.
L.A. Abrasion, 100 rev.	3%	9% Max
L.A. Abrasion, 500 rev.	18%	40% Max
Carbonates	3%	20% Max
Flakiness Index	0%	20% Max
Bulk O.D. Spg.	2.590	2.350 – 2.850
Water Absorption	1.13%	0 – 2.5%

If I can be of further assistance, please call me at (602) 903-1144 on my cell phone or at the office at (480) 830-1521.

Sincerely,

Paul M. Petroff

Paul M. Petroff
Quality Control Department
Mesa Materials, Inc.

REFERENCE LIST

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

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

References

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

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
ADOT - PAYSON 200 N. LOLCORD	520-689-2366 928-978-3046	BENY RICK
ADOT - GLOBE US60 MP 253.3	928-402-5666 928-402-5650 520-689-2346	SANDRA JOSIE BENY
TOWN OF PAYSON 303 N. BEELINE PAYSON, AZ. 85541	602-494-5242- 928-978-0556	-ALBERT HURT
CITY OF APACHE JUNCTION 300 E. SUPERSTITION BLVD APACHE JCT, AZ 85719	480-797-3441	GREG MEYERS

Signature of Authorized Representative

PATTI SOUTHWORTH

Printed Name

Sales

Title

Mesa Materials Municipal Customer List

City of Apache Jnt		575 E Baseline Ave	Apache Junction,AZ	85219	480 982 1055
City of Avondale		11465 W Civic Center Dr	Avondale,AZ	85323	602 925 0018
City of Benson		PO Box 2223	Benson,AZ	85602	520 586-2245
City of Casa Grande		510 E Florence Blvd	Casa Grande,AZ	85222	520 421 8600
City of Chandler		249 E Chicago	Chandler,AZ	85225	602 786 2263
City of Chandler Water Distribution		P.O. Box 4008,AZ MS911	Chandler,AZ	85244	480 782-3701
City of Cottonwood		827 N Main St	Cottonwood,AZ	86326	602 634 8033
City of El Mirage		PO Box 26	El Mirage,AZ	85335	602 972 8116
City of Eloy		628 North Main St	Eloy,AZ	85231	520 466 2578
City of Flagstaff		211 West Aspen	Flagstaff,AZ	86001	602 774 5281
City of Glendale		6210 W Myrtle 111	Glendale,AZ	85301	602 930 2609
City of Goodyear		PO BOX 5100	Goodyear,AZ	85338	602 932 3015
City of Goodyear Utility Department		P.O. Box 1500	Goodyear,AZ	85338	623 882-7885
City of Holbrook		PO Box 70-465	Holbrook,AZ	86025	602 524 2056
City of Litchfield Park		214 W Wigwam Blvd	Litchfield Park,AZ	85340	602 935 0533
City of Mesa		St Maint Rc 363	Mesa,AZ	85211	480 644 3133
City of Mesa		PO Box 1466	Mesa,AZ	85211	480 644 4500
City of Peoria		8401 W Monroe	Peoria, AZ	85345	623 773 7956
City of Peoria		8401 W Monroe	Peoria,AZ	85345	623 773 7369
City of Phoenix - Aviation Maint		2515 E Buckeye Rd	Phoenix,AZ	85034	602 262 1815
City of Phoenix - Parks & Recreation		200 W Washington 16th Fl	Phoenix,AZ	85003	602 262 4989
City of Phoenix - Street Transportation		200 W Washington 5th Fl	Phoenix,AZ	85003	602 495 7326
City of Phoenix - Waste Water Collection		6202 N 24th St Building 2	Phoenix,AZ	85016	602 495 7930
City of Phoenix - Water District		6202 N 24th St Bldg 2	Phoenix,AZ	85016	602 495 7082
City of Phoenix - Water Prod		4436 N 35th Ave	Phoenix,AZ	85017	602 262 6965
City of Phoenix - Water Production North		21642 N 20th ST	Phoenix,AZ	85024	602 534-4394
City of Prescott		PO Box 2059	Prescott,AZ	86302	520 776 6210
City of Scottsdale		9191 E San Salvador	Scottsdale,AZ	85258	480 391 5620
City of Scottsdale Water		9312 N 94th St	Scottsdale, AZ	85258	480 312 5650
City of Show Low Public Works		1281 E Thornton	Show Low,AZ	85901	928 532-4100
City of Surprise		12425 W Bell Rd Ste 100	Surprise,AZ	85374	623 583 0947
City of Tempe		PO Box 5002	Tempe,AZ	85280	480 350 8324
City of Tolleson		9555 W Van Buren	Tolleson,AZ	85353	623 936 7141
City of Williams		113 S 1st St	Williams,AZ	86046	520 635 4451
Cochise Contractors Inc		333 N Black Canyon	Phoenix,AZ	85017	602 262 6965
Coconino County		5600 E Commerce	Flagstaff,AZ	86004	520 779 6712
Maricopa County Flood Control		2801 W Durango St	Phoenix,AZ	85009	602 506 1501
Maricopa County Highway		2222 S 27th Ave	Phoenix,AZ	85009	602 506 8030
Maricopa County Parks & Rec.		234 N Central Ave	Phoenix, AZ	85004	602 506 8770
Pinal County Finance		PO Box 1348	Florence,AZ	85232	520 868 6223
Pinal County Flood Control		PO Box 1348	Florence,AZ	85232	520 868 9621
Town of Buckeye		100 N Apache Rd	Buckeye,AZ	85326	602 254 1204
Town of Camp Verde		PO Box 710	Camp Verde,AZ	86322	602 567 6631
Town of Cave Creek		37622 N Cave Creek Rd	Cave Creek,AZ	85331	480 595 1935
Town of Chino Valley		PO Box 406	Chino Valley,AZ	86323	520 636 7140

About Mesa Materials

Over the Years

So much has changed since our founding in 1986 at Mesa Materials. We have grown to be a leading provider of asphalt and aggregate products in the Phoenix area. But one thing that hasn't changed: our commitment to provide quality products and unmatched customer service no matter how big or small the job may be.

We combine years of knowledge and experience from our employees with state-of-the-art technology to ensure the job is done right each and every time.

Mesa Materials operates with stringent quality systems that assure high quality products. Our customers include municipalities as well as the Bureau of Indian Affairs, which historically has the strictest standards in regards to providing materials within rigid specifications.

Mesa Materials has also developed a strong reputation in the industry for supplying quality specialty products, such as Road Chips, Slurry Sands, and Cold-Mix. Mesa Materials is a leader in technological advances. We were the first asphalt supplier to provide Rubberized Asphalt at Arizona State University's Sun Devil Stadium.

A few of the Mesa Materials higher profile projects include:

- **Sun Devil Stadium**
- **Light Rail System**
- **McDOT Ellsworth Road**
- **City of Phoenix 91st Ave. Waste Water Treatment Plant**
- **APS Solana Solar Power Plant – Arizona's Largest Solar Generation Station**
- **AZDOT SR-85 & I-10 Ramps**
- **Home Depot Distribution Center**

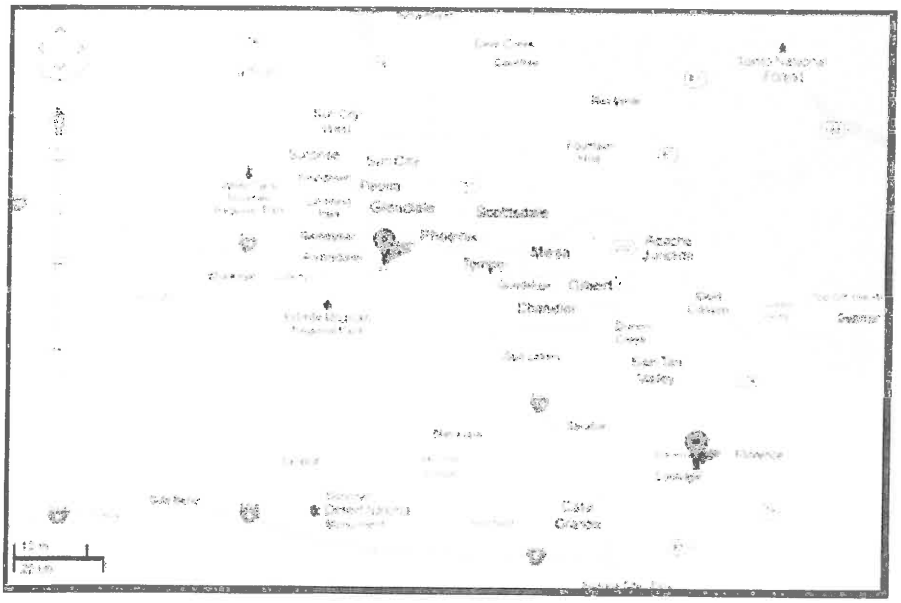
Mesa Materials
2516 E. University Dr.
Suite 100
Phoenix, AZ 85034

Office: (623) 463-5300
FAX: (602) 275-6177

Plant Locations:

- **Phoenix Plant**
  7845 W. Broadway Rd.
  Phoenix, AZ 85042

- **Coolidge Plant**
  14152 N. Attaway Rd.
  Coolidge, AZ 85228



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2013

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hylant Group, Inc. - Detroit
2401 W. Big Beaver Rd., Suite 400
Troy, MI 48084
Phone: 248-643-8750 Fax: 248-643-8753

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE INA Group	22667
INSURER B : Commerce & Industry Insurance	19410
INSURER C :	
INSURER D : New Hampshire Insurance Co	023841
INSURER E :	
INSURER F :	

INSURED
Mesa Materials, Inc.
P.O. Box 20040
Mesa, AZ 85277-0041

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blkt Contr/XCU X Broad Form P.D. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			HDOG27013818	10/01/12	10/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Project Aggregate	$ 1,000,000 $ 500,000 $ N/A $ 1,000,000 $ 10,000,000 $ 2,000,000 $ $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ISAH08711598	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BE034064762	10/01/12	10/01/13	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC006506674	12/31/12	12/31/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carrier wil endeavor to send 30 day notice of cancellation/10 day nonpayment on behalf of certificate holder in regards to General Liability & Auto Liability

Re: Bid No.: 110812 Chips, ABC, Asphalt, and Cold Mix for Copper Region and Timber Region

The County of Gila is named as additional insured with respect to the General Liability and Automobile Liability arising out of the activities performed by, or on behalf of the Supplier including autos owned, leased, hired or borrowed by the Supplier as per written contract or agreement on a primary and non-contributory. The coverage includes a waiver of subrogation (with respect to the Workers Compensation) against the County of Gila.

CERTIFICATE HOLDER

County of Gila
1400 East 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

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The ACORD name and logo are registered marks of ACORD

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

Jatti Southway
(Name of Individual)

being first duly sworn, deposes and says:

That he is Sales
(Title)

Of Mesa Materials and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 110812 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Mesa Materials
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Mesa Materials
Name of Business

Jatti Southway
By

Sales
Title

JOSE XOUMPHONPHAKDY
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 12, 2013

Subscribed and sworn to before me this 14th day of January, 2013.

Notary Public

My Commission expires: 11/12/13

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

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

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

☐ YES, it is my intention to subcontract a portion of the work.

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

Mesa Materials
Name of Business

Kate Southway
Signature of Authorized Representative

Sales
Title

1-14-2013
Date

ANTI-TERRORISM WARRANTY

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

Patti Southway

Signature of Authorized Representative

PATTI SOUTHWAY

Printed Name

Sales

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

Patti Southway
Signature of Authorized Representative

PATTI SOUTHWAY
Printed Name

Sales
Title

SUPPLIERS CHECKLIST

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

CHECKLIST

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2013.

_____
SUPPLIER:

_____
BY:

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

OFFER AND AGREEMENT PAGE

To Gila County

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

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

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

Supplier Submitting Proposal:

MESA MATERIALS
Company Name

2516 E. UNIVERSITY, SUITE 100
Address

PHOENIX, AZ. 85034
City State Zip

For Clarification of this offer, contact:

Name: PATTI SOUTHWAY

Phone No.: 602-803-9828

Fax No.: 602-275-6177

Email: PSOUTHWAY@MESAMATERIALS.COM

Patti Southway
Signature of Authorized Representative

PATTI SOUTHWAY
Printed Name

SALES
Title

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

Offer Page continued.....

The offer is hereby accepted.

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

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

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this _____ day of _____, 2013

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST;

_____

Don E. McDaniel Jr., County Manager

APPROVED AS TO FORM;

_____

Bryan Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

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

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

SECTION 6.0

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

The applicant submitting this Proposal warrants the following:

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

PAYSON CONCRETE AND MATERIALS, INC.
1900 E. HWY 260
PAYSON, AZ 85541 928-474-2231

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

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

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

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** 0/96

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

George C Randall
Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

PRICE SHEET – COPPER REGION

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

Product Description	FOB Plant *Price Per Ton *TONTO PLANT*	Delivered 1400 E. Ash St., Globe, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 20.00	$ 29.75
3/8" Chips (9.5 mm) ADOT Spec.	$ 14.00	$ 33.75
A.B.C. (ADOT Class 2)	$ 8.50	$ 18.25
(MAG Spec)	$ 8.50	$ 18.25
3/8" Asphalt (9.5 mm) MAG Spec.	*PAYSON PLANT* * $ 63.00	$ 80.50
3/4" Asphalt (19.0 mm) MAG Spec.	* $ 61.00	$ 78.50
Cold Mix (Mod ½")	$ —	$ —

Cost per mile for delivery to other Gila County Locations: $ 7.00

Minimum 25 FOR AC ONLY Ton for pick up FOB plant NO MINIMUM FOR AGGREGATES

Amount $ — each occurrence for product returned and disposed.

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

Pricing shall be F.O.B. plant.

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

PRICE SHEET – TIMBER REGION

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

Product Description	FOB Plant *Price Per Ton * PAYSON YARD *	Delivered 608 E. Highway 260, Payson, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 25.00	$ 27.00
3/8" Chips (9.5 mm) ADOT Spec.	$ 19.00	$ 21.00
A.B.C. (ADOT Class 2)	$ 13.50	$ 15.50
(MAG Spec)	$ 13.50	$ 15.50
3/8" Asphalt (9.5 mm) MAG Spec.	$ 63.00	$ 65.50
3/4" Asphalt (19.0 mm) MAG Spec.	$ 61.00	$ 63.50
Cold Mix (Mod ½")	$ ____.____	$ ____.____

Cost per mile for delivery to other Gila County Locations: $ 7.00

Minimum 25 TONS AC ONLY Ton for pick up FOB plant NO MINIMUM FOR AGGREGATES

Amount $ ____ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

REFERENCE LIST

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

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

References

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

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
INTERMOUNTAIN WEST CIVIL CONST	928-474 4588	REESE RANDALL
ADOT PAYSON	928 468 5060	GENE JAMES
AMES CONST	602 431 2111	JOHN AMES
FANN CONT.	928 778 0170	MIKE FANN/JAMIE PRICE

George C Randall
Signature of Authorized Representative

GEORGE C RANDALL
Printed Name

PRESIDENT
Title

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

GEORGE C RANDALL
(Name of Individual)

being first duly sworn, deposes and says:

That he is PRESIDENT
(Title)

Of PAYSON CONCRETE AND MATERIALS, INC. and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 110812 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said PAYSON CONCRETE

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

PAYSON CONCRETE AND MATERIALS, INC
Name of Business

By George C Randall

PRESIDENT
Title

OFFICIAL SEAL
KIM TURNEY
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 1, 2014

Subscribed and sworn to before me this 6th day of JANUARY, 2013.

Kim Turney
Notary Public

My Commission expires: 4-1-2014

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

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

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

☐ YES, it is my intention to subcontract a portion of the work.

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

PAYSON CONCRETE AND MATERIALS, INC
Name of Business

Gene C Dandall
Signature of Authorized Representative

PRESIDENT
Title

1/6/13
Date

ANTI-TERRORISM WARRANTY

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

Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

George C Randall
Signature of Authorized Representative

GEORGE C RANDALL
Printed Name

PRESIDENT
Title

SUPPLIERS CHECKLIST

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

CHECKLIST

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2013.

_____
SUPPLIER:

_____
BY:

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

OFFER AND AGREEMENT PAGE

To Gila County

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

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

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

Supplier Submitting Proposal:

PAYSON CONCRETE AND MATERIALS, INC
Company Name

1900 E. HWY 260
Address

PAYSON AZ 85541
City State Zip

For Clarification of this offer, contact:

Name: GEORGE RANDALL

Phone No.: 928-474-2231

Fax No.: 928-474-0956

Email: PCMPSNC@GMAIL.COM

Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

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

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

BID NO. 110812

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

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

County Manager
Don E. McDaniel, Jr.

Public Works Director
Steve Stratton

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

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

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

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

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

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

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

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

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

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

Arizona Silver Belt Advertisement Dates: **January 02nd, 2013 and January 09th, 2013**

Signed: _____ Date: 12 / 18 / 12
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 12 / 18 / 12
Tommie C. Martin, Chairman of the Board of Supervisors

SCOPE OF SERVICE/WORK/SPECIFICATIONS

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

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

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

INSTRUCTIONS TO SUPPLIERS

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

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Public Works Division, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

Instructions to Suppliers continued.....

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Addenda

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

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

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

Inquires

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

Instructions to Suppliers continued.....

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

Late Proposals

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

Submittal Proposal Format:

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

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Suppliers continued.....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

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

GENERAL TERMS AND CONDITIONS

Award Contract/Agreement

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:

        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued.....

Protests

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

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

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

Supplier Award Agreement continued.....

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Supplier Award Agreement continued.....

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Supplier Award Agreement continued.....

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

Supplier Award Agreement continued.....

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

Proposal Evaluation Process

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

General

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

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

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

SECTION 1.0

General Purpose

1.1 All product specifications are minimum. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

Minimum Specifications Terms and Conditions continued.....

1.5.1 One (1) original and two (2) copies with original signatures of all submissions is MANDATORY.

1.5.2 Qualification and Certification Forms, (page 25 & 26)

1.5.3 Price Sheet, (page 27 and 28)

1.5.4 References, (page 29)

1.5.5 No Collusion in Bidding, (page 30)

1.5.6 Intentions for Subcontracting, (page 31)

1.5.7 Anti-Terrorism Warranty, (page 32)

1.5.8 Legal Arizona Workers Act Compliance, (page 33)

1.5.9 Checklist and Addenda Acknowledgment, (page 34)

1.5.10 Offer and Agreement page, MANDATORY (Attachment page 35-36)

SECTION 2.0

Proposal Pricing

2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 27 and 28, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications Terms and Conditions continued.....

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

3.2.3 Sample of formula as follows:

($ amount change in ADOT index) X (% of bituminous material) + (amount bid)

Minimum Specifications Terms and Conditions continued.....

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

SECTION 4.0

Ordering

4.1 Ordering

4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.

4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.

4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

Minimum Specifications Terms and Conditions continued.....

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

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

SECTION 5.0

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

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

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

Minimum Specifications Terms and Conditions continued.....

Asphalt

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

ABC

ADOT Specifications, Class II; MAG Spec

Chips

Size 3/8" and 1/2"

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

Cold Mix

Mod. ½" C.O.P. 5.3% 1% T2 Cold Mix

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

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

Minimum Specifications Terms and Conditions continued.....

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

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

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

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

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

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

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

Insurance Provisions continued.....

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

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

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

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

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

2. **Automobile Liability**

   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

Insurance Provisions continued.....

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Insurance Provisions continued.....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies or Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

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

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

SECTION 6.0

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

The applicant submitting this Proposal warrants the following:

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

PAYSON CONCRETE AND MATERIALS, INC
1900 E. HWY 260
PAYSON, AZ 85541 928-474-2231

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

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

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

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** 0/96

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

George C Randall
Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

PRICE SHEET – TIMBER REGION

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

Product Description	FOB Plant *Price Per Ton * PAYSON YARD *	Delivered 608 E. Highway 260, Payson, AZ *Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec.	$ 25.00	$ 27.00
3/8" Chips (9.5 mm) ADOT Spec.	$ 19.00	$ 21.00
A.B.C. (ADOT Class 2)	$ 13.50	$ 15.50
(MAG Spec)	$ 13.50	$ 15.50
3/8" Asphalt (9.5 mm) MAG Spec.	$ 63.00	$ 65.50
3/4" Asphalt (19.0 mm) MAG Spec.	$ 61.00	$ 63.50
Cold Mix (Mod ½")	$ ____.____	$ ____.____

Cost per mile for delivery to other Gila County Locations: $ 7.00

Minimum 25 TONS AC ONLY Ton for pick up FOB plant NO MINIMUM FOR AGGREGATES

Amount $ — each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

REFERENCE LIST

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

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

References

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

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
INTERMOUNTAIN WEST CIVIL CONST	928-474 4588	REESE RANDALL
ADOT PAYSON	928 468 5060	GENE JAMES
AMES CONST	602 431-2111	JOHN AMES
FANN CONT.	928 778 0170	MIKE FANN/JAMIE PRICE

George C Randall
Signature of Authorized Representative

GEORGE C RANDALL
Printed Name

PRESIDENT
Title

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

GEORGE C RANDALL
(Name of Individual)

being first duly sworn, deposes and says:

That he is PRESIDENT
(Title)

Of PAYSON CONCRETE AND MATERIALS, INC. and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 110812 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said PAYSON CONCRETE

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

PAYSON CONCRETE AND MATERIALS, INC
Name of Business

By George C Randall

PRESIDENT
Title

OFFICIAL SEAL
KIM TURNEY
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 1, 2014

Subscribed and sworn to before me this 6th day of JANUARY, 2013.

Kim Turney
Notary Public

My Commission expires: 4-1-2014

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

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

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

☐ YES, it is my intention to subcontract a portion of the work.

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

PAYSON CONCRETE AND MATERIALS, INC
Name of Business

Denzel C Randall
Signature of Authorized Representative

PRESIDENT
Title

1/6/13
Date

ANTI-TERRORISM WARRANTY

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

Signature of Authorized Representative

GEORGE C RANDALL
Printed Name

PRESIDENT
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

George C. Randall
Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

SUPPLIERS CHECKLIST

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

CHECKLIST

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2013.

_____
SUPPLIER:

_____
BY:

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

OFFER AND AGREEMENT PAGE

To Gila County

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

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

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

Supplier Submitting Proposal:

PAYSON CONCRETE AND MATERIALS, INC
Company Name

1900 E. HWY 260
Address

PAYSON AZ 85541
City State Zip

For Clarification of this offer, contact:

Name: GEORGE C RANDALL

Phone No.: 928-474-2231

Fax No.: 928-474-0956

Email: PCMPSN@GMAIL.COM

Signature of Authorized Representative

GEORGE C. RANDALL
Printed Name

PRESIDENT
Title

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

Offer Page continued.....

The offer is hereby accepted.

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

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

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2013

_____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____

Bryan Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 110812
CHIPS, ABC AND ASPHALT FOR
TIMBER REGION OF GILA COUNTY

Effective March 19, 2013, Gila County and Payson Concrete and Materials, Inc. entered into a contract whereby Payson Concrete and Materials, Inc. agreed to provide Chips, ABC and Asphalt for the Timber Region of Gila County.

Gila County and Payson Concrete and Materials, Inc. hereby agree that total remuneration to Payson Concrete and Materials, Inc. for Contract No. 110812, Chips, ABC and Asphalt, shall not exceed $200,000.00 unless authorized by a written Amendment signed by the parties.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

GILA COUNTY BOARD OF SUPERVISORS:

_____
Michael A. Pastor, Chairman, Board of Supervisors

PAYSON CONCRETE AND MATERIALS, INC.

_____
Suppliers Signature

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

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-1656 **Consent Agenda Item 3- A**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Beverly Valenzuela, Executive Administrative Assistant, Community Development Division

Department: Community Development Division

Division: Community Development Administration

Information

Request/Subject

Approval of Delegation Agreement No. EV12-0053 between the Arizona Department of Environmental Quality, Gila County Community Development Division, and Gila County Health and Emergency Services Division.

Background Information

On October 9, 2007, Gila County approved Delegation Agreement No. 06-0020 between Gila County Community Development Division, Gila County Health and Services Division and the Arizona Department of Environmental Quality (ADEQ) to delegate functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties for the period 30 days after ADEQ approves said contract to June 30, 2011. On June 26, 2012, Gila County approved the extension of the Delegation Agreement No. 06-0020 until June 30, 2013, or the effective date of the new agreement, whatever occurs first.

Evaluation

Th Community Development Division-Wastewater Department provides soil evaluation oversight, on-site wastewater system plan review, permitting and construction inspections, sewage and gray water complaint inspections, and public health hazard mitigation. The Community Development Division-Wastewater Department also provides contractor services, training oversight as specified in Gila County Ordinance No. 01-2.

Conclusion

This agreement delegates the execution of the ADEQ statutes, rules and policies for water quality and solid waste management functions and duties to Gila County and allows Gila County to serve its residents directly and receive permit fees for services provided.

Unless otherwise stated, term of agreement is effective 30 days after written notice of ADEQ's decision to enter into this agreement and shall expire on June 30, 2050. If a new Agreement is not executed by that date, ADEQ and the Local Authorities (LA) may agree to extend this Agreement by filing an amendment in accordance with Section L of Agreement.

Recommendation

Community Development Division Director Robert Gould, and Health and Emergency Services Division Director Michael O'Driscoll recommend that the Board of Supervisors approve Delegation Agreement No. EV12-0053 between Arizona Department of Environmental Quality (ADEQ), Gila County Community Development Division, and Gila County Health and Emergency Services Division which will allow Gila County to continue providing water quality and solid waste management functions and duties to the residents of Gila County.

Suggested Motion

Approval of Delegation Agreement No. EV12-0053 between the Gila County Community Development Division, Gila County Health and Emergency Services Division and the Arizona Department of Environmental Quality (ADEQ) to delegate function of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties effective 30 days after ADEQ approval/signature through June 30, 2050.

Attachments

Letter from ADEQ dated August 24, 2012

Delegation Agreement EV12-0053

Extension for Delegation Agreement 06-0020

ARS 11-952 Intergovernmental agreement

ARS 11-1081 Standards for delegation

Legal Explanation

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov

Janice K. Brewer
Governor

Henry R. Darwin
Director

August 24, 2012

Jake Garrett, Manager
Environmental Health – Wastewater Department
608 E. Highway 260
Payson, AZ 85541

Re: Revised Proposed Delegation Agreement

Dear Mr. Garrett:

Enclosed is a draft copy of the proposed delegation agreement and relevant appendices. ADEQ has filed the Notices of Proposed Delegation Agreement with the Secretary of State's office for publication in the Arizona Register, as required under A.R.S. § 41-1081. Publication in the Arizona Register begins the 30-day public comment period. The Notices should appear in the Arizona Register on August 31, 2012. If no public hearing is requested, ADEQ will notify any commenters of its intent to enter into the delegation agreement with the county, if the county agrees. The Delegation Agreement is effective 30 days after the ADEQ Director signs it.

The new proposed base delegation agreement has some minor changes from the existing delegation agreements, which are listed on page 2. Because there are no major changes, I ask that you review your revised proposed delegation agreement by October 22, 2012. Please notify me after your review. My office will send you a final version of all documents so that you can arrange for the necessary approvals by your Boards of Supervisors. We would like to receive signed delegation agreements by December 22, 2012.

If you have questions related to a specific program, please contact one of the Divisions at your earliest convenience:

- Randall Matas, Waste Programs, (602) 771-4849
- Trevor Baggiore, Air Quality, (602) 771-2321
- David Lelsz, Water Quality, (602) 771-4447

Sincerely,

Sherri Zendri
Administrative Counsel

Southern Regional Office
400 West Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

Printed on recycled paper

The new base delegation agreement (pages 1-7) is the same agreement for all the Local Authorities (LAs). Below is a brief explanation of the changes made (as compared to the previous version), excluding grammatical changes:

- Section B (Standards of Performance) paragraph 2, on page 2: The mandated requirement that ADEQ would invite LA personnel to attend internal compliance and enforcement training that would be offered twice a year is deleted. The delegation agreement still provides for training at the LA's request.
- Section E (Record Keeping and Reporting Requirements) paragraph 1, on page 3: Record retention time was tied to the expiration of the delegation agreement, which now will not be for over 35 years. The LA now will retain records related to a dispute or appeal for ten years instead of five, measured from the resolution of the action.
- Section F (Oversight Activities) paragraph 2, on page 3: The frequency of evaluation is now periodically, with the option to increase.
- Section G (Delegation of Enforcement Authorities; Local Agency Obligations) Paragraph 9, on page 5: The 30-days prior written notice to LA when executing a compliance initiative at certain classes of violations or facilities is deleted.
- Section I (Licensing Authority) paragraph 1, on page 5: The citation to A.R.S. § 49-471.13 (in the County Air Pollution Control statutes) is redundant with the time-frames language in the Air Quality Appendix C and is deleted.
- Section L. (Amendment and Termination Procedures) Paragraph 1, on page 6: The requirement to file an amendment with the Secretary of State's office is deleted as it is not a requirement under the delegation statutes.
- Section M (Term of Agreement) on page 7: A.R.S. § 41-1081 states that delegation agreements must contain "the term of agreement". The new expiration term will be June 30, 2050.

DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

Gila County, hereinafter, County, a political subdivision of the State of Arizona, acting by and through the Gila County Community Development Division and the Health and Emergency Services Division

Delegation Agreement # EV12-0053

Whereas, Arizona Revised Statutes (A.R.S.) § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, or county health department, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency, or county health department and

Whereas, the Gila County Community Development Division and the Health and Emergency Services Division are the local environmental agency or county health department, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 11-201(A)(3) and 11-952 authorize the County Board of Supervisors (and by delegation the LA, where the LA is a local environmental agency or health department) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the Gila County Community Development Division and the Health and Emergency Services Division as LA, and the LA accepts the delegation of those Functions and Duties described in the Appendices of this Delegation Agreement, hereinafter Agreement, (Appendix A of this Agreement for Wastewater and Drinking Water Delegations, Appendix B of this Agreement for Solid Waste Delegations) on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendices A and B of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in the Appendices of this Agreement.

2. ADEQ shall provide the LA with periodic training upon the request of the LA.

3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.

4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY AND TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

   The LA shall annually report delegated program authority fees to ADEQ on or before September 1. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office, 1110 West Washington Avenue, Phoenix, Arizona 85007, to the Office of the Chief Financial Officer.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and county ordinances.

3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in the corresponding Appendix to this Agreement.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement for a period of ten years from the date of complete resolution of any technical dispute, contested case, action against a party, or any appealable agency action, unless a longer period is required by statute or rule.

2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in the Appendices to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA personnel on inspections. LA personnel may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.

2. Periodically, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. Either party to this Agreement may request that the frequency of evaluations be increased. The initial results of all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq.*

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. § 49-106.

2. As a supplement to any independent statutory authority LA may have, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 44-1307, 49-141, 49-142, 49-261, 49-262, 49-354 (A) and (B), 49-460 through 463, 49-781 through 783, 49-791, 49-922(B), 49-923 and 49-924, as applicable to the delegated Functions and Duties specified in this Agreement.

3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.

4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which is specified in this Agreement. At its discretion, ADEQ may refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.

5. Where appropriate, and if there is no conflict with applicable environmental statutes and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36 or A.R.S. Title 49, Chapter 3, Article 3. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602, 36-603, 49-143, and 49-144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.

6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's intent to initiate an enforcement action and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's County Attorney.

7. In cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements, unless the LA has independent statutory enforcement authority. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.

8. Civil penalties assessed and collected under the authority of ADEQ's statutory enforcement authority shall be in the name of the State of Arizona, and shall be forwarded to ADEQ with copies of court documentation for deposit into the state general fund in accordance with A.R.S. Title 35, Article 3.

9. ADEQ may execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. To the best of its ability, the LA agrees to cooperate in the successful execution of such compliance initiatives that involve facilities, the regulation of which has been delegated in by this Agreement.

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated Functions and Duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, Arizona Administrative Code (A.A.C.) R2-19-101 *et seq.* The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the LA's OAH hearing related costs. The LA, the LA's County Attorney, or counsel retained by LA, shall represent the LA at all administrative hearings. Nothing in this agreement mandates that the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.

2. Pursuant to A.R.S. § 12-904, if the OAH administrative law judge grants or denies the relief requested, either the appellant or the LA may file a complaint in superior court within 35 days after the decision.

3. The LA shall provide ADEQ an annual report by July 31st of appeals filed and their final resolution.

I. LICENSING AUTHORITY

1. The LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate the reason(s) why the licensing time frame was missed and the corrective action the LA has taken. If the LA demonstrates a pattern of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

2. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendices A and B of this Agreement.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated authorized activities and programs.

2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.

3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with a municipality, located in whole or in part within the LA's boundaries.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party may seek to amend this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Chairman of the LA's Board of Supervisors, the Clerk of the LA's Board of Supervisors, and shall be approved as to form by the Attorney General and the LA's County Attorney. Amendments shall comply with the provisions in A.R.S. § 41-1081. Amendments to this Agreement shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement

2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.

3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents and pending applications received by the LA for those delegated Functions and Duties being terminated, a summary status report of those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this Agreement.

4. The cancellation provisions of A.R.S. § 38-511, the terms of which are incorporated by reference, shall apply to this Agreement.

M. TERM OF AGREEMENT

Unless otherwise stated, this Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement. This Agreement shall expire on June 30, 2050. If a new Agreement is not executed by that date, ADEQ and the LA may agree to extend this Agreement by filing an amendment in accordance with Section L of this Agreement.

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ David Lelsz
Delegations Coordinator
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2212
dl2@azdeq.gov

LA
For Appendix A and Appendix B, Item #1, Item #3-Sewage & Gray Water Nuisance Complaints
Jake Garrett
Manager-Wastewater Department
Gila County Community Development Division
608 E. Highway 260
Payson, AZ 85541
(928) 474-7177
jgarrett@co.gila.az.us

For Appendix B, Item #2, Item #3-All other Nuisance Complaints, Item #4
Michael O'Driscoll
Director
Health and Emergency Services Division
5515 S Apache Ave,
Globe, AZ 85501
(928) 402-8767
modriscoll@co.gila.az.us

The name of a successor to any of the above-named individuals shall not require the execution of an amendment to this Agreement.

Appendix A

Gila County

Water Quality Management

A. Delegated Functions and Duties:

The LA agrees to perform those delegated Functions and Duties listed in the following table:

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
1. General functions and duties pertaining to the administration of Type 1 and Type 4 General Aquifer Protection Permits delegated to the LA pursuant to this table. The extent of the applicable rules for these general functions and duties shall be limited to those relevant to the approvals, authorizations and permits which are herein delegated to the LA. Delegated functions and duties are further limited in Subpart B.	R18-9-101; R18-9-110; R18-9-A301(A)(1), (A)(4), (B) and (D); R18-9-A302 through R18-9-A308; R18-9-A309 except (E); R18-9-A310 except (D)(1)(d) and (H); R18-9-A311 through A313; R18-9-A314 except (3)(b); R18-9-A315; and R18-9-A316 except (B)	C1, C2, C3, C4, C5	D1.1 - D1.4
2. Complaint response, compliance assistance, and compliance and enforcement responsibilities for the following Type 1 General Aquifer Protection Permits: 1.07 Dockside facilities and watercraft 1.08 Earth pit privy 1.09 On- site wastewater treatment facilities and sewage treatment facilities approved by the Department before January 1, 2001 operating under a general permit before January 1, 2001 with a flow less than 20,000 gallons per day	R18-9-B301(G), (H), and (I).	C1, C2, C3, C4, C5	D1.1 - D1.4
3. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement	R18-9-E302 and relevant rules listed for	C1, C2, C3, C4, C5	D1.1 - D1.4

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
tasks for the 4.02 General Aquifer Protection Permit for a Septic Tank System with Disposal by Trench, Bed, Chamber Technology, or Seepage Pit with a design flow of less than 3000 gallons per day.	Item #1		
4. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement for the following 4.03 through 4.22 General Aquifer Protection Permits for On-Site Wastewater Treatment Facilities with a design flow of less than 3000 gallons per day (delegation is granted for those general permits that are not stricken):	Relevant rules listed for Item #1 and:	Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3, C5 All other functions and duties: C1, C2, C3, C4, C5	D1.1 - D1.4
4.03 Composting toilet	R18-9-E303		
4.04 Pressure distribution system	R18-9-E304		
4.05 Gravelless trench	R18-9-E305		
4.06 Natural seal E-T bed	R18-9-E306		
4.07 Lined E-T bed	R18-9-E307		
4.08 Wisconsin mound	R18-9-E308		
4.09 Engineered pad system	R18-9-E309		
4.10 Intermittent sand filter	R18-9-E310		
4.11 Peat filter	R18-9-E311		
4.12 Textile filter	R18-9-E312		
4.13 Denitrifying w/separated wastewater streams	R18-9-E313		
4.14 Sewage vault	R18-9-E314		
4.15 Aerobic system	R18-9-E315		
4.16 Nitrate-reactive media filter	R18-9-E316		
4.17 Cap system	R18-9-E317		
4.18 Constructed wetlands	R18-9-E318		
4.19 Sand-lined trench	R18-9-E319		
4.20 Disinfection devices	R18-9-E320		
4.21 Surface disposal	R18-9-E321		
4.22 Subsurface drip irrigation	R18-9-E322		

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
5. 4.23 General Aquifer Protection Permit for On-Site Wastewater Treatment Facilities with a design flow from 3000 to less than 24,000 gallons per day	R18-9-E323 and relevant rules listed for Item #4.	Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3	D1.1 - D1.4
		All other functions and duties: C1, C2, C3, C4, C5	
6. 4.01 General Aquifer Protection Permit for Sewage Collection Systems • Not Applicable to LA			
7. Complaint response and compliance assistance for private residential Gray Water Systems authorized by the Type 1 Reclaimed Water General Permit	R18-9-701, R18-9-708(A), and R18-9-711 except (C)[1]	C1, C2, C3, C4, C5	D1.1 - D1.4
8. Certificate of Approval for Sanitary Facilities for Subdivisions • Not Applicable to LA			
9. Public Drinking Water Facilities: • Not Applicable to LA			
10. Public Drinking Water Systems using surface water treatment and all other systems serving more than 50,000 people • Not Applicable to LA			
11. Public Drinking Water Systems using only ground water and serving less than 50,000 people • Not Applicable to LA			

[1] Per A.R.S. §49-204.

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
12. Public Drinking Water Systems • Not Applicable to LA			
13. Public and Semipublic Swimming Pools • Not Applicable to LA			

B. Exceptions and Special Provisions

The delegated Functions and Duties specified in Subpart A of this Appendix shall be subject to the following exceptions and special provisions:

1. ADEQ will provide the LA a copy of the draft Individual Aquifer Protection Permit for review and comment for any sewage treatment facility proposed within the LA's jurisdictional boundaries.
2. Within 60 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve a schedule of training for administering delegated Functions and Duties.
3. Within 180 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve the process to ensure maintenance of LA proficiencies for the administration and implementation of delegated Functions and Duties in Appendix A, Subpart A.
4. The Director of ADEQ shall not accept, directly from an applicant any application package that involves the performance of a delegated Function or Duty. However, if the Director of ADEQ determines there is a compelling reason for ADEQ to review and/or approve an application package that involves a delegated Function or Duty, the LA shall provide the application package to ADEQ upon written request by the Director of ADEQ. ADEQ shall forward a copy of the completed file to the LA for any application package reviewed by ADEQ.
5. Functions, and Duties of ADEQ related to the following facilities are NOT delegated:
   a. Drinking water, wastewater or swimming pool facilities (1) owned by the federal government or the State of Arizona, (2) owned or operated by the LA, or (3) owned or operated by districts subject to the control of the LA. A private facility to be dedicated to the LA after completion of construction may be reviewed by the LA if all approvals and licenses are issued to the owner of the private facility prior to the date of the dedication to the LA.
   b. Those relating to facilities financed, either wholly or in part, with federal grant funds administered by ADEQ. ADEQ shall provide a list of such facilities to the LA.
   c. Those related to the implementation of A.A.C. R18-9-A312(G) where:
      i. the request is beyond the scope of the technologies delegated to the LA.
      ii. the request proposes a change to the listed performance criteria or hydraulic loading rates specified in A.A.C. R18-9-E302 through R18-9-E323, A.A.C. R18-9-A309(E) or in any ADEQ approved design reference document.

iii. the request proposes a change to the relationship between soil absorption rate and either the percolation rate or the soil type, as established in A.A.C. R18-9-A312(D)(2)(b), except for adjustments due to the fraction of rock present in native soil.

iv. the request proposes a change to the relationship between the total coliform concentration, and the minimum vertical separation from groundwater or from a subsurface limiting condition, as established in A.A.C. R18-9-A312(E).

6. Final approval of any drinking water facility, wastewater facility or swimming pool facility which is designed by or for the LA, or for a capital improvement project, is NOT delegated to the LA. This exception does not prohibit or otherwise affect later assignment or transfer to the LA of a drinking water facility, wastewater facility or swimming pool facility having a construction completion approval issued by the LA.

7. ADEQ and LA agree to co-inspect wastewater facilities, where feasible, for training and coordination purposes.

8. For purposes of performing and reporting delegated Functions and Duties outlined in Appendix A, the LA shall use forms provided by the ADEQ. The LA may use other forms for the purposes of performing and reporting delegated Functions and Duties provided that the LA receives prior written approval from the Water Quality Division Director.

9. ADEQ shall maintain a list of proprietary and other reviewed products that may be used for on-site wastewater treatment facilities in accordance with A.A.C. R18-9-A309 (E) and retains the responsibility to receive and process all requests for product review in connection with this list.

10. For the purposes of determining project costs under this agreement, project cost is determined by the sum of the following cost categories:

    (a) preparation of submittal quality design documents and related application documents for the project proposed for installation,

    (b) all equipment/components/materials delivered to the construction site,

    (c) all excavation & backfill,

    (d) all installation of equipment/components/materials, and

    (e) all tasks associated with pre-operational testing & startup.

11. Within 60 days of the effective date of this agreement, the LA shall provide ADEQ copies of all existing LA written policies utilized by the LA to perform delegated Functions and Duties. The LA shall also provide ADEQ with copies of any new policies relating to the performance of delegated Functions and Duties within 30 days of the policy becoming final.

C. Personnel Qualifications:

Subject to Subpart D, the Functions and Duties itemized in Subpart A shall be performed by individuals with specified minimum personnel qualifications. Where more than one personnel qualification category is shown in Subpart A, LA personnel performing the itemized functions and duties may qualify under any listed category, subject to the noted limitations.

Duties shall be performed by:

1. A Professional Engineer registered in the State of Arizona (equivalent of ADEQ Environmental Engineer position).

2. An individual who is an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position), and who is directly supervised by a Professional Engineer registered in the State of Arizona.

3. A Registered Sanitarian with applicable experience or the equivalent of an ADEQ Environmental Program Specialist with applicable experience who is directly supervised by a Professional Engineer registered in the State of Arizona.

4. An individual who is either an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position) or a Sanitarian-In-Training (A.A.C. R9-16-402); who has successfully completed 3 months training by either a Professional Engineer registered in the State of Arizona or a Registered Sanitarian.

5. A Registered Sanitarian.

D. Standards of Performance:

The LA shall comply with specified standards of performance for the Functions and Duties itemized in Subpart A. The following LA standards of performance apply to this Appendix:

1. General Provisions

1.1 The LA shall process applications to reach a licensing decision for delegated Functions and Duties itemized Subpart A of this Appendix under the framework of A.A.C. R18-1-501 through 524, and within the applicable time frames specified in A.A.C. R18-1-525, Tables 5, and 10 as amended.

Permits	Authority	Overall Timeframe
4.01 General Permit	**A.R.S. § 49-245**	
300 services or less	A.A.C. R18-9-E301	95
More than 300 services	A.A.C. R18-9-E301	136
4.02 – 4.23 General Permit	**A.R.S. § 49-245**	
Standard Single 4.02, 4.03, 4.13, and 4.14 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302, A.A.C. R18-9-E303, A.A.C. R18-9-E313, A.A.C. R18-9-E314	73
Standard Combined Two or three Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	95
Complex Combined Four or more Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	136
4.23 General Permit	A.A.C. R18-9-E323	136
A312G Request, Each	A.A.C. R18-9-A312(G)	8
Subdivision	**A.R.S. § 49-104(B)(11)**	
Individual Facilities	A.A.C. R18-5-408	67
Community Facilities	A.A.C. R18-5-403	58
Drinking Water ATC	**A.R.S. § 49-353**	
Standard	A.A.C. R18-5-505	53
Complex	A.A.C. R18-5-505	83
Drinking Water AOC	**A.R.S. § 49-353**	
Standard	A.A.C. R18-5-507	53
Complex	A.A.C. R18-5-507	83
Swimming Pool Water	**A.R.S. § 49-104(B)(12)**	

ATC		
Standard	A.A.C. R18-5-203	52
Complex	A.A.C. R18-5-203	83
Swimming Pool Water AOC	**A.R.S. § 49-104(B)(12)**	
Standard	A.A.C. R18-5-204	52
Complex	A.A.C. R18-5-204	83

1.2 Accurate file records shall be maintained by the LA showing evidence of application processing and the licensing including date, basis and stipulations, if any, for all licenses issued or denied, including those prepared by or under the supervision of a Professional Engineer registered in the State of Arizona.

1.3 If the project reviewed by the LA involves disposal or discharge of wastewater to a water of the United States, the LA shall direct the applicant to ADEQ (or the U.S. Environmental Protection Agency) for any necessary permits.

1.4 The LA shall incorporate within 60 business days of notification the update for any form, procedure or practice applicable to the delegated program.

2. Drinking Water Systems

2.1 Not applicable to LA.

E. Reporting Requirements:

The LA shall report program information for Functions and Duties delegated to the LA as listed in Subpart A of this Appendix.

1. General Provisions. The LA shall submit quarterly reports described in this Subpart. Reports shall be submitted on forms provided by ADEQ and shall be sent to ADEQ within fifteen (15) calendar days after the end of the reporting period, preferably in electronic format. The LA shall send reports to:

   Delegation Program Specialist
   Water Quality Division
   Arizona Department of Environmental Quality
   1110 West Washington Street
   Phoenix, AZ 85007
   delegations@azdeq.gov

2. Drinking Water Systems. Not Applicable to LA.

3. Type 4 General Aquifer Protection Permits (On-site Wastewater Treatment Facilities and Sewage Collection Systems). The LA shall submit the following information:

   a. The numbers for issued Discharge Authorizations and denied Discharge Authorizations for Type 4 General Permits delegated to the LA.

   b. The number of issued Discharge Authorizations exceeding overall licensing time frames.

   c. Exception report for each Discharge Authorization which exceeded the overall licensing time frame.

   d. The number of appeals of LA decisions filed by applicants and the disposition status for each appeal.

e. The numbers for alternative features approved pursuant to A.A.C. R18-9-A312(G) for the issued Discharge Authorizations and for the denied Discharge Authorizations reported in item 3.a above.

f. The number of completed Notice of Transfer forms received.

4. Subdivisions. Not Applicable to LA.

5. Public and Semipublic Swimming Pools and Spas. Not Applicable to LA.

6. Enforcement Actions. A copy of each administrative, civil, or criminal action initiated under this Appendix.

F. Agency Contact Persons:

The following LA employees are responsible for administering the delegated Functions and Duties pursuant to this Appendix. The LA shall provide ADEQ written notice of any successor.

Name: Jake Garrett

Title: Manager - Wastewater Department

Address: 608 E Highway 260
Payson, AZ 85541

The following ADEQ employees are responsible for administering the Functions and Duties pursuant to this Appendix. ADEQ shall provide the LA written notice of any successor.

Approvals of On-Site Wastewater Treatment Facilities, Sewage Collection Systems, and Private Residential Gray Water

Name: Jerry Smit

Title: Manager, Groundwater Section

Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

Compliance and Enforcement

Name: Mindi Cross

Title: Manager, Water Quality Compliance Section

Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

The naming of a successor to any of the above individuals shall not require the re-execution of or an amendment to this Agreement.

Appendix B
Gila County
Solid Waste Management

A. DELEGATED FUNCTIONS AND DUTIES:

The LA agrees to perform those delegated Functions and Duties that are indicated with a Yes in the first column of the following table: Applicable statutes, rules and Title 40 Code of Federal Regulations (CFR) include those that authorize or prohibit the described activities and those that are to be enforced during the conduct of those activities.

Dele-gated?	Functions and Duties	Applicable Rules Statutes and CFRs	Personnel Qualifications	Stds. Of Performance
Yes	1. Annual inspection of septic tank cleaners	A.R.S. §§ 49-141, 142; A.A.C. R18-13-1106, 1112, 1116, 1117	2 or 4	1
Yes	2. Annual inspection of refuse haulers	A.R.S. §§ 49-141, 142; A.A.C. R18-13-304, 305, 306, 308, 309, 310, 311	2 or 4	2
Yes	3. Investigation of nuisance complaints, and enforcement to eliminate environmental nuisances	A.R.S. §§ 49-141, 142, 143,144; A.A.C. R18-13-303, 304	2 or 4	1 or 2
Yes	4. Investigation of, and enforcement to eliminate illegal disposal of solid waste except for waste more specifically described in Functions and Duties 5,6, 7, 8, and 9	A.R.S. §§ 49-701, 701.01, 791(A)(4); A.A.C. R18-13-303, 304, 307, 311	2 or 4	2
No	5. Investigation of and enforcement to eliminate illegal waste tire storage and disposal	A.R.S. §§ 44-1301, 1304, 1304.01, 1307	2 or 4	N/A
No	6. Investigation of and enforcement to eliminate used oil disposal to land	A.R.S. §§ 49-801, 803, 811, 812; Title 40 CFR § 279.1	2 or 4	N/A
No	7. Investigation and enforcement of used oil generators for compliance with storage, labeling, and release response requirements	A.R.S. §§ 49-801, 802.C.1, 811, 812; Title 40 CFR §§ 279.1, 279.22	2 or 4	N/A

Dele-gated?	Functions and Duties	Applicable Rules Statutes and CFRs	Personnel Qualifications	Stds. Of Performance
No	8. Investigation of and enforcement to eliminate illegal disposal of lead acid batteries and unregistered collection sites	A.R.S. §§ 44-1321, 1322, 1324	2 or 4	N/A
No	9. Inspection and registration of lead acid battery collection and recycling facilities	A.R.S. §§ 44-1321, 1322, 1324	2 or 4	N/A
No	10. Inspection of agricultural solid waste landfills operated by persons engaged in farming or ranching on at least 40 acres in an unincorporated area	A.R.S. § 49-766(B); A.A.C. R18-13-304, 311	2 or 4	N/A
No	11. Inspection of landfills for the disposal of solid waste resulting from residents' household activities at single family residences located on a farm or ranch of more than 40 acres in an unincorporated area	A.R.S. § 49-766(A); A.A.C. R18-13-304, 311	2 or 4	N/A
No	12. Approval of solid waste collection and disposal provisions for new subdivisions	A.A.C. R18-5-409, R18-13-305, 311, 312	1, 3, or 4	N/A
No	13. Granting of refuse collection frequency variances for all commercial accounts and for residential areas outside city or town limits	A.A.C. R18-13-308(B)	1 or 4	N/A
No	14. Inspection of any other solid waste storage, treatment, processing or disposal facility other than solid waste landfills	A.R.S. § 49-762.07(F)	2, 3, or 4	N/A
No	15. Inspection of biohazardous medical waste transporters for ADEQ registration[3]	A.R.S. §§ 49-761(D), 768; A.A.C. R18-13-1401, 1402, 1403, 1404, 1409	2 or 4	N/A

B. EXCEPTIONS AND SPECIAL PROVISIONS:

1. ADEQ retains authority for approval and issuance of solid waste facility plans for all municipal solid waste landfills and for all solid waste landfills other than municipal solid waste landfills.

2. ADEQ retains responsibility for the administration and enforcement of all solid waste facilities that are operated by federal, state, county or municipal agencies.

3. The LA shall retain all civil penalties assessed and collected pursuant to Subpart A of this Appendix.

4. The LA agrees to, to the extent practicable, conduct compliance and enforcement actions according to ADEQ policy.

5. Inspections of septic haulers will be conducted at least annually.

6. Inspection of refuse haulers will be conducted at least annually.

C. PERSONNEL QUALIFICATIONS:

The following minimum personnel qualifications shall apply to personnel performing the delegated Functions and Duties listed in Subpart A of this Appendix:

1. Duties shall be performed by a Registered Sanitarian;

2. Duties shall be performed by or under the direction of a Registered Sanitarian;

3. Duties shall be performed by or under the direct supervision of a Professional Engineer; or

4. Duties shall be performed by personnel with training and experience equivalent to ADEQ's Environmental Health Specialist series and under the direct supervision of an Environmental Health Manager/Supervisor.

D. STANDARDS OF PERFORMANCE:

The following standards of performance apply to the delegated Functions and Duties listed on Subpart A of this Appendix:

1. The LA shall administer and enforce the health and sanitation requirements pertaining to human excreta contained in A.A.C. R18-13-1112 through 1117 with the following stipulations:

a. Any burial site or open dump site for human excreta approved by the LA in accordance with A.A.C. R18-13-1112 (A) and (B), that is used more than once, shall be considered a solid waste disposal facility and must first submit a solid waste facility plan to ADEQ pursuant to A.R.S. § 49-762.

b. The LA shall conduct annual inspections and issue permits for all vehicles used for the storage, collection, transportation or disposal of human excreta.

2. The LA shall administer and enforce the health and sanitation requirements contained in A.A.C. R18-13-301 *et seq.*, and the environmental nuisance requirements contained in A.R.S. §§ 49-141 through 49-144 with the following stipulations and exceptions:

a. The LA shall annually inspect all vehicles (excluding private passenger cars and pick-ups), that are routinely used to haul waste.

b. ADEQ shall only grant variances from the garbage collection frequency for residential units within the city limits upon receipt of a plan approved by the LA, in accordance with A.A.C. R18-13-308(B).

3. The LA shall administer and enforce the requirements specified in A.A.C. R18-5-409 pertaining to solid waste disposal from new subdivisions. ADEQ shall furnish the LA with a current list of approved disposal facilities and keep the list updated in a timely manner. The LA shall only approve subdivisions that utilize a facility on ADEQ's approved list.

E. REPORTING REQUIREMENTS:

1. The LA shall report to ADEQ annually on any solid waste inspections conducted, and enforcement actions, initiated or concluded (including Notices of Opportunity to Correct, Notices of Violation, Orders), by submitting a list of each administrative, civil, or criminal action initiated under this Agreement to the ADEQ Agency Contact person for Solid Waste, listed in Subpart F of this Appendix.

2. LA shall annually report to ADEQ by January 31st, the following delegated solid waste activities for the previous calendar year in accordance with Subpart A of this Appendix:

a. A list of all septic tank cleaners under county permit and a list of all disposal sites approved by LA for one time disposal of such wastes, pursuant to A.A.C. R18-13-1112(A) and (B). The LA shall provide a list of all inspections of septic tank cleaners conducted.

b. A list of all refuse haulers under county permit. The LA shall provide the names of refuse haulers inspected and the date(s) of inspection.

c. The LA shall report the following information:
1) The number of nuisance complaints received;
2) The name of facility/site(s) inspected and the date(s) of nuisance complaint investigations;
3) The number of inspections revealing the presence of an environmental nuisance;
4) The date and nature of enforcement actions taken if applicable; and
5) The date violations were corrected, if applicable.

d. The LA shall report the following information:
1) The number of complaints received alleging the illegal disposal of solid waste;
2) The name of facility/site(s) and date(s) inspected to investigate allegations of illegal solid waste disposal;
3) The number of inspections and the name of facility/site(s) that revealed illegal disposal of solid waste;
4) The date and nature of enforcement action taken if applicable; and
5) The date violations were corrected, if applicable.

e. The LA shall report the following information:
1) The name and location of all sites that have applied for approval of solid waste collection and disposal services for a new subdivision; and
2) The name and location of all sites for which approval of solid waste collection and disposal services for a new subdivision have been issued.

F. AGENCY CONTACT PERSONS:

The following LA employee is responsible for administering the delegated Functions and Duties pursuant to this Appendix. The LA shall provide written notice to ADEQ of any successor.

Functions 2, 3-all other nuisance complaints, and 4

Name:	Michael O'Driscoll
Title:	Director
	Gila County Health and Emergency Services Division
Address:	5515 S. Apache Avenue
	Globe, AZ 85501
Email:	modriscoll@co.gila.az.us

Functions 1, and 3- sewage and grey water nuisance complaints

Name:	Jake Garrett, P.E.
Title:	Wastewater Department Manager
	Gila County Community Development Division
Address:	608 E. Highway 260
	Payson, AZ 85541
Email:	jgarrett@co.gila.az.us

The following ADEQ employee is responsible for administering the delegated Functions and Duties pursuant to this Appendix. ADEQ shall provide written notice to the LA of any successor.

Name:	Randall Matas
Title:	Manager, Inspections & Compliance Section
Address:	Arizona Department of Environmental Quality
	1110 West Washington Street
	Phoenix, AZ 85007

The naming of a successor to any of the above individuals shall not require the re-execution of or an amendment to this Agreement.

Signature Page for
Gila County
Delegation Agreement # EV12-0053

Arizona Department of Environmental Quality

Henry Darwin, Director Date

Gila County Division of Health & Emergency Services, Environmental Health Department

Michael O'Driscoll, Director 2/7/13 Date

Gila County Board of Supervisors

Michael A. Pastor, Chairman Date

Gila County Community Development Division, Wastewater Department

Robert A. Gould, Director 2-11-13 Date

Attest:

Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Department of Health Services and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

County Attorney Date

Arizona Assistant Attorney General Date

DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

Gila County, hereinafter, County, a political subdivision of the State of Arizona, acting by and through the Gila County Community Development Division and Gila County Health and Community Services Division

Delegation Agreement # 06-0020

Whereas, A.R.S. § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, or county health department, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency, or county health department and

Whereas, the Gila County Community Development Division and Gila County Health and community Services Division are local environmental agencies or county health departments, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 11-201(A)(3) and 11-952 authorize the County Board of Supervisors (and by delegation the LA, where the LA is a county environmental or health agency) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the LA, and the LA accepts the delegation of those Functions and Duties described in the Appendices of this Delegation Agreement, hereinafter Agreement, (Appendix A for Wastewater and Drinking Water Delegations, Appendix B for Solid Waste Delegations, Appendix C for Air Quality Delegations and Appendix D for Hazardous Waste Delegations) on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendices A, B, C & D of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in the Appendices of this Agreement.

2. ADEQ shall provide the LA with periodic training upon the request of the LA. LA personnel shall be invited to attend ADEQ internal compliance and enforcement training, which will be offered at least twice during a calendar year.

3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.

4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY & TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

   The LA shall annually report delegated program authority fees to ADEQ on or before September 1. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office,

1110 West Washington Avenue, Phoenix, Arizona 85007, to the Office of the Chief Financial Officer.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and county ordinances.

3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in the corresponding Appendix to this Agreement.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement, for a period of five years, from the date of expiration, or termination of this Agreement, or from the date of complete resolution any technical dispute, contested case, action against a party or any appealable agency action, whichever is longer, unless a longer period is required by statute or rule.

2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in the Appendices to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA employees on inspections. LA representatives may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.

2. At least once during the term of this Agreement, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. More frequent evaluations may be undertaken at the request of either party to this Agreement. The initial results of

all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq*.

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. §§ 49-106.

2. As a supplement to any independent statutory authority an LA may hold, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 44-1307, 49-141 & 142, 49-261 & 262, 49-354 (A) & (B), 49-460 through 463, 49-781 through 783, 49-791, 49-922(B), 49-923 & 924, as applicable to the delegated Functions and Duties specified in this Agreement.

3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.

4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which, is specified in this Agreement. ADEQ may, at its discretion, refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.

5. Where appropriate, and if there is no conflict with applicable environmental laws and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36 or A.R.S. Title 49, Chapter 3, Article 3. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602 & 603, §§ 49-143 & 144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.

6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's intent to initiate an enforcement action and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's County Attorney.

7. Unless the LA has independent statutory enforcement authority, then in cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.

8. Civil penalties assessed and collected under the authority of ADEQ's statutory enforcement authority shall be in the name of the State of Arizona, and shall be forwarded to ADEQ with copies of court documentation for deposit into the state general fund in accordance with Arizona Revised Statutes, Title 35, Article 3.

9. ADEQ may, with 30 days prior written notice to the LA, execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. The LA agrees that, when such compliance initiatives involve facilities, the regulation of which has been delegated in by this Agreement, it will, to the best of its ability, cooperate in the successful execution of such compliance initiatives

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated functions and duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, A.A.C. R2-19-101 *et seq*. The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the LA's OAH hearing related costs. The LA or either the LA's County Attorney or counsel retained by LA shall may represent the LA at all administrative hearings. Nothing in this agreement mandates the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.

2. Pursuant to A.R.S. § 12-904, if the OAH grants or denies the relief requested, either the appellant or the LA may file, within 35 days after the decision, a complaint in superior court.

3. The LA shall provide ADEQ a report by July 31st of appeals filed and their final resolution during the previous calendar year.

I. LICENSING AUTHORITY

1. Except as provided under A.R.S. § 49-471.13, the LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate

the reason(s) why the licensing time frame was missed and the corrective action the LA has taken. If the LA demonstrates a pattern of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

2. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendices A through D.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated locally authorized activities and programs.

2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.

3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with a municipality, located in whole or in part, within the LA's boundaries.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party at any time may initiate a substantive amendment to this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Chairman of the LA's Board of Supervisors, the Clerk of the LA's Board of Supervisors and shall be approved as to form by the Attorney General and the LA's County Attorney. Amendments shall be filed with the Secretary of State Amendments shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement

2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.

3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents or pending applications received by the LA

those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this Agreement.

4. The cancellation provisions of A.R.S. § 38-511, the terms of which are hereby incorporated herein, shall apply to this Agreement.

M. TERM OF AGREEMENT

This Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement. The expiration date of this Agreement is June 30, 2011. If a new Agreement is not executed by that date, this Agreement may be extended by mutual agreement of both parties by filing an amendment in accordance with A.R.S. § 41-1081

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ Edward M. Ranger
Administrative Counsel
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2212
emr@azdeq.gov

LA <u>For Appendix A and Appendix B, Item #1, Item #3-Sewage & Gray Water Nuisance Complaints</u>
Name: Jake Garrett, P.E.
Title: Wastewater Department Manager
Address: Gila County Community Development Division
714 S. Beeline Hwy, Ste 200
Payson, AZ 85541
Tel: (928) 474-7177 Fax: (928) 474-0802
jgarrett@co.gila.az.us

<u>For Appendix B, Item #2, Item #3-All Other Nuisance Complaints, Item #4</u>
Name: David J.H. Fletcher, R.S.
Title: Director
Address: Gila County Division of Health and Community Services
5515 S. Apache Ave., Ste 300
Globe, AZ 85501
Tel: (928) 402-8801 Fax: (928) 4250794
dfletcher@co.gila.az.us

The name of a successor to either of the above individuals shall not require the execution of an amendment to this Agreement.

Signature Page for
Gila County
Delegation Agreement # 06-0020

Arizona Department of Environmental Quality

11/9/07

Stephen A. Owens, Director Date

Gila County community Development Division
Wastewater Department

9/17/2007

Jake Garrett, Manager Date

Gila County
Division of Health and Community Services

9/23/07

David J.H. Fletcher, Director Date

Gila County Board of Supervisors

10-09-07

Jose M. Sanchez, Chairman Date

Attest:

10/9/07

Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Community Development and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

10/2/07

County Attorney Date

10/31/07

Arizona Assistant Attorney General Date

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov

Janice K. Brewer
Governor

Henry R. Darwin
Director

Extension of Delegation Agreement No. 06-0020
Between the
Arizona Department of Environmental Quality
and
Gila County

In accordance with the provisions of A.R.S. § 41-1081 and the procedure outlined in Section M of the Delegation Agreement # 06-0020, this Delegation Agreement having been previously extended until June 30, 2012, the undersigned parties agree to extend the existing Agreement until June 30, 2013, or the effective date of the new Agreement, whatever occurs first.. Upon becoming effective, this extension applies retroactively to July 1, 2012.

Arizona Department of Environmental Quality

7/13/12
Henry Darwin, Director — Date

Gila County Division of Health & Emergency Services, Environmental Health Department

6/1/12
Michael O'Driscoll, Director — Date

Gila County Board of Supervisors

Tommie C. Martin, Chairman — Date

Gila County Community Development Division, Wastewater Department

5-31-12
Robert A. Gould, Director — Date

Attest:

Chief Deputy 6-26-12
Clerk of the Board — Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Department of Health Services and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

6-26-12
County Attorney — Date

5/23/12
Arizona Assistant Attorney General — Date

Southern Regional Office
400 West Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

Printed on recycled paper

11-952. Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies or public procurement units by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties.

B. Any such contract or agreement shall specify the following:

1. Its duration.
2. Its purpose or purposes.
3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking.
4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property on such partial or complete termination.
5. If a separate legal entity is formed pursuant to subsection A, the precise organization, composition, title and nature of the entity.
6. Any other necessary and proper matters.

C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed on it by law.

D. Except as provided in subsection E, every agreement or contract involving any public agency or public procurement unit of this state made pursuant to this article, before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

E. A federal department or agency or public agency of another state that is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the department or agency unless

required under federal law or the law of the other state.
F. Appropriate action by ordinance or resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.
G. An agreement or contract may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.
H. Payment for services under this section shall not be made unless pursuant to a fully approved written contract.
I. A person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment.
J. Notwithstanding any other provision of law, public agencies may enter into a contract or agreement pursuant to this section with the superior court, justice courts and police courts for related services and facilities of such courts for a term not to exceed ten years, with the approval of such contract or agreement by the presiding judge of the superior court in the county in which the court or courts that provide the facilities or services are located.

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41-1081. Standards for delegation

A. No agency may enter into or amend any delegation agreement unless the delegation agreement clearly sets forth all of the following:

1. Each function, power or duty being delegated by the agency, the term of the agreement and the procedures for terminating the agreement.
2. The standards of performance required to fulfill the agreement.
3. The types of fees that will be imposed on regulated parties and the legal authority for imposing any such fees.
4. The qualifications of the personnel of the political subdivision responsible for exercising the delegated functions, powers or duties.
5. Record keeping and reporting requirements.
6. Auditing requirements if the delegation agreement includes the transfer of funds from the delegating agency to the political subdivision.
7. A definition of the enforcement role if enforcement authority is being delegated.
8. Procedures for resolving conflicts between the parties to the delegation agreement.
9. Procedures for amending the delegation agreement.
10. The names and addresses of primary contact persons at both the delegating agency and the political subdivision.

B. An agency that seeks to delegate functions, powers or duties shall file with the secretary of state a summary of the proposed delegation agreement. The summary shall provide the name of a person to contact in the agency with questions or comments and shall state that a copy of the proposed delegation agreement may be obtained upon request from the agency. The secretary of state shall publish the summary in the next register.

C. For at least thirty days after publication of the notice of the proposed delegation agreement in the register, the agency shall provide persons the opportunity to submit in writing statements, arguments, data and views on the proposed delegation agreement and shall provide an opportunity for a public hearing if there is sufficient public interest.

D. A public hearing on the delegation agreement shall not be held earlier than thirty days after the notice of its location and time is published in the register. The agency shall determine a location and time for the public hearing that affords a reasonable opportunity for persons to participate. At that public hearing persons may present oral argument, data and views on the proposed delegation agreement.

E. After the conclusion of the public comment period and hearing, if any, the agency shall prepare a written summary, responding to the comments received, whether oral or written. The agency shall consider the comments received from the public in determining whether to enter into the proposed delegation agreement. The agency shall give written notice to those persons who submitted comments of the agency's decision on whether to enter into the proposed delegation agreement. The delegation agreement is effective thirty days after written notice of the agency's final decision is given unless an appeal is filed and pending before the council pursuant to subsection F.

F. A person who filed written comments with the delegating agency objecting to all or part of the proposed delegation agreement may appeal to the council the delegating agency's decision to enter into the delegation agreement within thirty days after the agency gives written notice to enter into the delegation agreement pursuant to subsection E. The council shall place the appeal of the delegation agreement on its next meeting agenda if at least three council members make such a request of the council chairman within two weeks of the filing of the appeal.

G. Delegation agreements that are appealed to and considered by the council shall become effective upon council approval of the delegation agreement. Delegation agreements that are appealed to the council and not considered by the council are effective either thirty days after written notice of the agency's final decision is given pursuant to subsection E, or two weeks after an appeal is filed if at least three council members do not request council consideration of the delegation agreement pursuant to subsection F, whichever date is later.

H. The council shall not approve the delegation agreement if it does not meet the provisions set forth in subsection A or if the agency has not provided adequate notice and an opportunity for comment to the public.

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GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1707 **Consent Agenda Item 3- B**

Regular BOS Meeting

Meeting Date: 03/19/2013

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

Information

Request/Subject

2013-2014 Re-Appointment of Superior Court Judges Pro Tempore

Background Information

Gary Scales was appointed as full-time Judge Pro Tempore on May 1, 2010, to prepare for the retirement of Judge Peter DeNinno in July 2010, and he has served since that time. Currently he is assigned minor dependency, child support enforcement, criminal and domestic relations cases, though he also handles other matters as needed. Judge Scales' regular full-time salary is included in the County General Fund budget for the current fiscal year and will be requested for FY 2014.

Judith Joseph was appointed on January 1, 2013, to fill the post vacated by Judge Peter J. DeNinno. Ms. Joseph's appointment as a Judge Pro Tempore, is on a very limited, "as needed" basis.

Evaluation

Gary Scales was appointed as a full-time Judge Pro Tempore on May 1, 2010. Judge Scales' regular full-time salary is included in the County General Fund budget for the current fiscal year. His services are necessary for the court to process cases in a timely manner. The County receives reimbursement from the State of 2/3 of the time he spends on child support enforcement cases.

Judith Joseph was appointed on January 1, 2013, to fill the post vacated by Judge Peter J. DeNinno. Ms. Joseph's appointment as a Judge Pro Tempore, is on a very limited, "as needed" basis, and funding is included in the County General Fund budget for the current fiscal year. Her services are necessary on occasion for the court to process cases in a timely manner.

Conclusion

The Court requires Board of Supervisors' approval for the reappointment of Judge Gary V. Scales and Judge Judith A. Joseph as Judges Pro Tempore for the period of July 1, 2013 until June 30, 2014, for the court to process cases in a timely manner.

Recommendation

Recommend that the Board of Supervisors approve Presiding Judge Peter J. Cahill's reappointment of Judge Gary V. Scales as full-time Judge Pro Tempore, and Judge Judith A. Joseph as Judge Pro Tempore (on an as needed basis), for the Superior Court in Gila County for the period of July 1, 2013, through June 30, 2014.

Suggested Motion

Approval of the reappointments of Judge Gary V. Scales and Judge Judith A. Joseph as Judges Pro Tempore for the Superior Court in Gila County for the period of July 1, 2013, through June 30, 2014.

Attachments

MEMO TO BOS

2014 APPROVAL JUDGE SCALES

2014 APPROVAL JUDGE JOSEPH

PETER J. CAHILL
Presiding Judge
Extension 8686

MARY HAWKINS
Court Administrator
Extension 8671

Superior Court of Gila County

ROBERT DUBER, II
Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

MEMORANDUM

DATE: **February 22, 2013**

TO: **Board of Supervisors**

FROM: **Peter Cahill, Presiding Judge**

RE: **Reappointment of Gary V. Scales as Judge Pro Tempore for 2013-2014**
Reappointment of Judith Joseph as Judge Pro Tempore for 2013-2014

I am requesting Chief Justice Rebecca White Berch reappoint Gary V. Scales as full-time Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2013 to June 30, 2014. His current term expires June 30, 2013.

I am also requesting Chief Justice Rebecca White Berch reappoint Judith A. Joseph as a Judge Pro Tempore for the Superior Court in Gila County, on an as-needed basis, for the period of July 1, 2013 to June 30, 2014. Her current term expires June 30, 2013.

Judge Scales' regular full-time salary is included in the county general fund budget for the current fiscal year. The County receives reimbursement from the State from the Family Law Commissioner program for Judge Scales' time in processing child support enforcement cases. *(This fiscal year from October through January the County has received back approximately **$21,150** for his services.)*

Judge Joseph will serve as an on-call judge pro tempore, on an as needed basis, and primarily handle criminal, juvenile delinquency, and mental health matters.

Judge Joseph is compensated on an hourly basis at the rate of 80% of a Superior Court judge's hourly salary. Compensation is included in the general fund budget for the current fiscal year under the Payson Court Commissioner (Fund 142) budget.

Enclosed is a proposed approval form for the Board to consider. I would appreciate your consideration and approval of these apapointments. Please call me if you have any questions.

/cs

APPROVAL OF APPOINTMENT OF JUDGE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Gary V. Scales** as a Judge Pro Tempore in Superior Court in Gila County for the period of July 1, 2013 to June 30, 2014, pursuant to A.R.S. §§ 12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases. Gary V. Scales was appointed by Presiding Judge Peter Cahill, as a full-time Superior Court Judge Pro Tempore, on April 1, 2010.

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

DATED this ___ day of _____, 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

APPROVAL OF APPOINTMENT OF JUDGE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **JUDITH A. JOSEPH** as a part-time Judge Pro Tempore in Superior Court in Gila County for the period of June 30, 2013, to July 1, 2014, pursuant to A.R.S. §§ 12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases. Judith Joseph's primary duty station is Payson, Arizona, to serve on an "as needed" basis.

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

DATED this ___ day of _____, 2013.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Michael A. Pastor, Chairman

ARF-1709 **Consent Agenda Item 3- C**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For:	Kendall Rhyne, Chief Probation Officer	Submitted By:	Sylvia Hernandez, Probation Officer Manager, Superior Court
Department:	Superior Court	Division:	Probation Department
Fiscal Year:	FY 2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	07/01/2012 - 06/30/2013	Grant?:	No
Matching Requirement?:	Yes	Fund?:	New

Information

Request/Subject

Approval to Adopt Resolution No. 13-03-01 for Probation Dept. Family Counseling Program

Background Information

On June 26, 2012, the Board of Supervisors adopted Resolution No. 12-06-03 which allowed the Gila County Probation Department's continued participation in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Evaluation

The Gila County Probation Department has received notification that additional funds in the amount of $1,000.00 are available through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division for FY 2012-2013 providing that the Board of Supervisors adopt a resolution which approves the County's match funding requirement of $250.00.

Conclusion

The monies for this program provide services for strengthening family relationships and prevention of juvenile delinquency.

Recommendation

The Gila County Probation Department recommends the adoption of Board Resolution 13-03-01 authorizing the County's funding match requirement of $250.00 in order to receive $1,000.00 of additional FY 2012-2013 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Suggested Motion

Approval to adopt Resolution 13-03-01 authorizing the County's funding match requirement of $250 in order for the Gila County Probation Department to receive $1,000 of additional FY 2012-2013 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Attachments

Resolution No. 13-03-01

Resolution No. 12-06-03

RESOLUTION NO. 13-03-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA AUTHORIZING A MATCH FUND REQUIREMENT OF $250.00 TO BE PROVIDED BY THE COUNTY IN ORDER FOR THE GILA COUNTY PROBATION DEPARTMENT TO RECEIVE ADDITIONAL FAMILY COUNSELING PROGRAM FUNDS FOR FY 2012-2013 IN THE AMOUNT OF $1,000.00 FROM THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION.

WHEREAS, on June 26, 2012, the Board of Supervisors adopted Resolution No. 12-06-03 which allowed the Gila County Probation Department's continued participation in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division; and

WHEREAS, the Probation Department has received notification that additional funds in the amount of $1,000.00 are available through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division for FY 2012-2013 providing that the Board of Supervisors adopt a resolution which approves the County's match funding requirement of $250.00.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby authorizes the County's funding match requirement of $250.00 in order to receive $1,000.00 of additional FY 2012-2013 Family Counseling Program funding from the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

PASSED AND ADOPTED this 19th day of March 2013, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk of the Board

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

When recorded,
return to:
Marian Sheppard, BOS
(6/26/12 #5H)

RESOLUTION NO. 12-06-03

A RESOLUTION AUTHORIZING GILA COUNTY PROBATION DEPARTMENT'S PARTICIPATION IN THE FY 2012-2013 FAMILY COUNSELING PROGRAM THROUGH THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION, AND CERTIFYING THAT A MATCH FUND REQUIREMENT OF $2,305 FOR THE PROGRAM WILL BE PROVIDED BY THE COUNTY.

WHEREAS, the Gila County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. §8-261 through §8-265 for fiscal year 2012-2013; and

WHEREAS, the Gila County Board of Supervisors resolves that $2,305 in matching funds will be provided by this county's Board of Supervisors for Gila County, Arizona.

PASSED AND ADOPTED this 26th day of June 2012, at Globe, Gila County, Arizona

Attest:

Marian Sheppard
Chief Deputy Clerk of the Board

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

ARF-1719 **Consent Agenda Item 3- D**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Greater Arizona Bicycling Association, Inc. (GABA, Inc.) Gila County Courthouse Parking Lot Use Request, May 4 & 5, 2013

Background Information

In the past, Gila County has allowed the Courthouse parking area to be used for a rest stop for bicycle riders. Prior to the use of the Courthouse parking lot, GABA has met all Gila County requirements by filling out and submitting the required paperwork. To date, no issues or incidents have occurred. GABA 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.

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 give permission for GABA, Inc. to use the Courthouse parking area as a rest stop on May 4 & 5, 2013.

Suggested Motion

Approval of a request by the Greater Arizona Bicycling Association, Inc. to use the Gila County Courthouse parking area in Globe as a rest stop for a bike race on May 4 & 5, 2013.

Attachments

Request of Use Letter 2013

Building Use Application Form Signed 2-13-13

Waiver of Liability for Use of Facilities Signed 3-12-13

Certificate of Insurance 2-1-13

WWW.BIKEGABA.ORG

GABA, Inc
P.O. Box 43273
Tucson, AZ 85733

16 February, 2013

Executive Administrative Assistant
Gila County Public Works
745 N Rose Mofford Way
Globe AZ 85501

Dear Shannon Boyer,

The Tucson chapter of the Greater Arizona Bicycle Association (GABA, Inc) has traditionally provided cyclists with a supported ride through the Salt River Canyon. The route begins in Globe and travels through Salt River Canyon to Show Low. Riders spend the night in Show Low and return to Globe on the following day. In 2013, the ride is scheduled for May 4-5.

In past years, bicyclists have parked their vehicles at the Gila County Courthouse Complex. The vehicles will be there from early Saturday morning (May 4) until late Sunday afternoon (May 5). We are requesting permission to have cyclists park at the Courthouse Complex again this year.

Included in this request, are completed copies of the Building Use Permit, Waiver, and a Certificate of Insurance.

If there is any additional information you need, or if you have any questions, please do not hesitate to contact me at (520) 271-6678 or email supportedrides@bikegaba.org

Thank you for your consideration.

Sincerely,

Pam Cullop

Pam Cullop
GABA Supported Rides Co Coordinator

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: Greater Arizona Bicycling Assoc (GABA, Inc)
   **Address: P.O. Box 43273 City, Zip Tucson, AZ 85733
   **Phone Number: 520-271-6678
2. **Name of Responsible Person: Pam Cullop
3. **Building Requested: Courthouse Parking Complex
4. **Room or Area requested: ↑
5. **Date(s) wanted to use the above room or area: May 4-5, 2013
6. **Do You Need Doors Unlocked? NO Which Doors (give door #) _____
7. **Beginning Time: 530 am Ending Time: 530 pm
8. **Number of People Attending: Saturday May 4 Approx 30 riders in 15-20 cars Sunday May 5 weekend
9. **Type of Function (commercial, political, fundraiser, etc.): Bicycle Ride
10. Table and Chairs Needed in Addition to what is provided: NA
11. Fees:

Rent:	$
Equipment:	$
Cleaning Deposit:	$
Other:	$
TOTAL:	$

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.

February 20, 2013 — Date

Pamela J Cullop — Signature of Applicant

Permit, if required, will be issued pending approval. _____

2/14/03

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 and as a duly authorized representative of the Greater Arizona Bicycle Association (GABA, Inc.), **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 Greater Arizona Bicycle Association (GABA, Inc.), 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 May 4, 2013 and May 5, 2013.

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. The Greater Arizona Bicycle Association (GABA, Inc.) is aware of these risks.

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 and the participation of the Greater Arizona Bicycle Association (GABA, Inc.) is voluntary and that I and the Greater Arizona Bicycle Association (GABA, Inc.) knowingly assume all such risks**.

Indemnification and Hold Harmless: The Greater Arizona Bicycle Association (GABA, Inc.) further agrees 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 Greater Arizona Bicycle Association (GABA, Inc.) 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, for and in behalf of the Greater Arizona Bicycle Association (GABA, Inc.) and I fully understand its terms, and **understand that the Greater Arizona Bicycle Association (GABA, Inc.) is giving up substantial rights, including its right to sue.** I acknowledge that the Greater Arizona Bicycle Association (GABA, Inc.) has authorized me to sign this agreement on its behalf freely and voluntarily, and the Greater Arizona Bicycle Association (GABA, Inc.) **intends my signature to be a complete and unconditional release of all liability.**

Pamela J. Cullop	3/12/13	Pamela J. Cullop
Signature of User	Date	Print Name

AXIS 8000(08/10)	CERTIFICATE OF INSURANCE	02/01/2013

PRODUCER
American Specialty Insurance & Risk Services, Inc.
142 North Main Street
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.

INSURED
League of American Wheelmen dba League of American Bicyclists
1612 K Street NW, Suite 510
Washington, DC 20006

GABA, INC
PO BOX 43273
TUCSON, AZ 85733

INSURERS AFFORDING COVERAGE
INS. A: AXIS Insurance Company
INS. B:
INS. C:

CERT NUMBER: 1001088076

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 12:01 a.m.	02/01/2014 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 SALT RIVER CANYON from May 04, 2013 through May 05, 2013.

CERTIFICATE HOLDER

GILA COUNTY ADMINISTRATION DEPT
1400 E ASH
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

ARF-1686 **Consent Agenda Item 3- E**

Regular BOS Meeting

Meeting Date:	03/19/2013		
Submitted For:	Barbara Valencia, WIA Department Program Manager	Submitted By:	Barbara Valencia, WIA Department Program Manager, Community Services Division
Department:	Community Services Division	Division:	WIA Department
Fiscal Year:	Program Year 2012 - 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 1, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Contract No. Gila 10101 between Gila County and Central Arizona College.

Background Information

Under Title 1 of the Workforce Investment Act (WIA), the Workforce Investment System provides the framework for delivery of workforce investment activities to youth who need those services through the WIA One-Stop Service Delivery System. These services will be provided in accordance with Federal and State regulations and the most current Local Area Plan.

On June 29, 2012, the Board of Supervisors approved the original Contract No. 10101.

Evaluation

Section 5. Manner of Financing - Compensation is amended to read.

The contract reimbursement maximum for all services provided during the term of the contract is as follows:

Youth Program Year 2011	$144,883.00
Youth Program Year 2012	$630,336.00
Youth Total	$775,219.00

Total number of participants to be served for the period of July 1, 2012 through June 30, 2013 is 172.

Conclusion

Additional dollars have been added to Section 5 Manner of Financing to reflect an increase from $630,336 to $775,219 in Contract Amendment No. 1 between Gila County and Central Arizona College.

Recommendation

Recommendation to approve Contract Amendment No. 1 between Gila County and Central Arizona College to allow for the continued provision of youth services in Gila and Pinal Counties. Contract Amendment No. 1 is increased from $630,336 to $775,219.

Suggested Motion

Approval of Amendment No. 1 to Contract No. Gila 10101 between Gila County and Central Arizona College to increase the contract amount from $630,336 to $775,219 which will allow for the continued provision of Workforce Investment Act Youth Services for the Gila-Pinal Workforce Investment Area.

Attachments

Amendment NO. 1 Contract 10101
Central Arizona College Original Contract
Legal Explanation

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012
WORKFORCE INVESTMENT ACT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Central Arizona College 8470 N. Overfield Road Coolidge, AZ 85128	Gila 10101 3. AMENDMENT NUMBER 01

Section 5. Manner of Financing – Compensation is amended to read:
The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified shall be $630,336.00 for Program Year 2012 and Program Year 2011 carryover of $144,883.00.

Youth Program Year 2011 Carryover	$144,883.00
Youth Program Year 2012	$630,336.00
Youth Total	$775,219.00

Total number of Participants to be served including carryover is 172.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4.	5. NAME OF CONTRACTOR
Central Arizona College	Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Chris Wodka**	TYPED NAME Michael A. Pastor
TITLE **Vice President of Finance & Administrative Services**	TITLE Gila County Board of Supervisors
DATE **January 30, 2013**	DATE

THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE ENTITY.

Attest:

Marian Sheppard
Chief Deputy Clerk

Approve as to form:

Bryan B. Chambers
Deputy Attorney Principal

CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012

Contract is between Gila County and Central Arizona College (Contractor).

WHEREAS, Central Arizona College shall provide employment and training services to Workforce Investment Act Title 1 eligible youth in Gila and Pinal Counties in the amount of $630,336.00 for Program Year 2012 – July 1, 2012 – June 2013; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona College agrees to abide by all terms and condition sets forth in this Contract.

FOR AND ON BEHALF OF GILA COUNTY

Tommie C. Martin
Chairman, Gila County Board of Supervisors

6/19/12
Date

FOR AND ON BEHALF OF CONTRACTOR

Central Arizona College
Chris Wodka
Vice President of Finance & Administration

7/11/12
Date

Contract #: Gila 10101

APPROVED AS TO FORM

Gila County Attorney

6-26-12
Date

1. **GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT**
   a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
   b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
   c. Eliminate program redundancy and provide easier access to clients.
   d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. **PARTIES**
   This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona College called the "Contractor".

3. **TERM OF AGREEMENT**
   This Agreement shall be in effect from July 1, 2012 through June 30, 2013 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

   This agreement may be terminated by mutual agreement of the parties at any time during the term of this party. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least (30) days prior to the effective date of said termination.

   It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila County 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 Gila County. 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 Gila County upon demand. The Contractor shall be entitled to receive just, 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.

4. **PURPOSE OF CONTRACT**
   Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. **MANNER OF FINANCING – COMPENSATION**
   The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be $630,336.00.

6. **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**
   Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. **RECISSION OF FUNDS**

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current periods(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. **SERVICE DESCRIPTION**

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to youth, as appropriate to meet the individuals needs, may include any of the following:

a. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. **RESPONSIBILITIES**

Gila County and the Contractor agree as follows:

The Contractor shall: provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA 1B funding.

10. **CONFIDENTIALITY**

The Contractor shall observe and abide by all applicable State and Federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extend permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Youth) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
g. The Arizona Civil Rights Act;
h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.

b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).

c. That it will comply with the confidentiality requirements of Section 136(f)(3).

d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)

e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)

f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).

g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:

1. General Administrative Requirements;
   29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
   29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
2. Assurances and Certifications:
   SF 424 B – Assurances for Non-construction Programs
   29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
   CFR part 93 – Certification Regarding Lobbying (and regulation)
   29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)
3. Special Clauses/Provisions:
   Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.

i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.

j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.

k. That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.

l. That the LWIB will meet a minimum of four times per year, or once each quarter.

m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.

n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity:
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.

o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.

b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

a. Contractor shall submit a budget for the Youth Programs prior to start of program.
b. Monthly invoices for compensation earned and costs incurred
c. Monthly report of enrollments and participant activity changes
d. Monthly reports of fiscal and program performance
e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to $4,999.99), and non-expendable leased/purchased equipment over $5,000 with WIA funds. Property records must include:

a. Asset Number
b. Item Description
c. Manufacturer
d. Serial Number
e. Acquisition Date

f. Physical Location
g. Total Item Cost
h. WIA Contract Cost
i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than $500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of $5,000 or more, or total purchase cost exceeds $10,000, the Contractor must complete a "WIA Pre-Approval of Equipment & Vehicles over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are herby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

a. Federal Requirements (applicable if Federal funds are involved):
If Contractor is a state or local government or non-profit organization which expends $500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than $100,000 but less than $500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are $100,000 or less, but at least $50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than $50,000 do not have an annual audit requirement.

b. State of Arizona Audit Requirements:
If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of $100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving $50,000 to $100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than $50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. Additional County Requirements:
Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000

- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The Policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured 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. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

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

3. **Worker's Compensation and Employers' Liability**

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

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions:
a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be 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 the Contract
b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County 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.

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.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.

b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:

(i) Change the purpose of the Contract;
(ii) Increase or decrease the compensation provided for in the Contract;
(iii) Change the term of the Contract;
(iv) Change the scope of assurances of the Contract;
(v) Change any section of the Contract other than the Scope of Work/Services or budget;
(vi) Any change that is not a minor amendment as described below.

b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County 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 public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15)

33. ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163,89State.871).

34. COPELAND "ANTI-KICKBAC"ACT

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti-Kickback" Act *18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction of repair.

35. DAVIS-BACON ACT

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

36. COPYRIGHTS AND 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 ADES, 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 documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

37. DEBET COLLECTION & AUDIT RESOLUTION

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184: 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99: OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

a. The Contractor is responsible for all funds under its grant(s);
b. The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

38. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the

immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

39. SCRUTINIZED BUSINESS

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

40. E-VERIFY

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.

41. LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

43. **CANCELLATION**
This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1704 **Consent Agenda Item 3- F**

Regular BOS Meeting

Meeting Date:	03/19/2013		
Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013 - June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Pinal-Gila Council for Senior Citizens, Area Agency On Aging, Region V Request for Proposal (RFP) No. 2014-01-13

Background Information

Incorporated in 1974, the Pinal-Gila Council for Senior Citizens (PGCSC) is a non-profit organization designated as the Area Agency on Aging for Region V, which includes Pinal and Gila counties. PGCSC's mission is to assist seniors and persons with disabilities to achieve and maintain self sufficiency and dignity by providing a wide range of community and home-based services. They also represent the interests of the elderly and act to advocate for change in public and private attitudes, policies, and regulations.

Gila County has entered into a contract with PGCSC for the past six (6) years to provide services to eligible citizens residing in Gila County.

Evaluation

If a contract is awarded to Gila County Housing Services by PGCSC in the requested amount of $6,320, the funds will be used to provide minor home repair to eligible citizens residing in Gila County.

Gila County will target those residents aged 60 or over or those under 60 who have a disability. The program will be designed to assist persons who do not have the resources and/or family or friends to assist them with minor home repairs.

Conclusion

It is important for the Gila County Board of Supervisors to approve the submission of a response to Pinal-Gila Council for Senior Citizens, Area Agency on Aging, Region V Request for Proposal (RFP) No. 2014-01-13 which, if awarded, will provide funding in the amount of $6,320 to be used for minor home repair to eligible citizens residing in Gila County.

Recommendation

The Gila County Community Action, Housing Services Manager recommends that the Board of Supervisors authorize Gila County Housing Services to submit a response to Request for Proposal (RFP) No. 2014-01-13.

If grant funding is awarded to Gila County, the Board of Supervisors will be presented with a contract for review and approval at a future Board meeting.

Suggested Motion

Approval for Gila County Community Services, Housing Services, to submit a response to Request for Proposal No. 2014-01-13 issued by the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, for PGCSC to allocate funding in the amount of $6,320 to Gila County which will be used to provide minor home repairs to eligible citizens residing in Gila County for the period July 1, 2013, through June 30, 2014.

Attachments

PGCSC App 2013 RFP # 2014-01-13

PROPOSAL SUBMITTAL PACKAGE

Applicant Agency Gila County Community Services Division

Content Checklist

Check that the following items are included with your proposal. The items listed below are to be included in the proposal, unless otherwise indicated on the checklist or in the instructions. The organization of the proposal packet is important and the items listed are to appear in the order outlined below.

x Proposal Submittal Letter

x Annex A – Program/Administration (Section 1.0 through Section 5.6)

x Scopes of Work

x Proposers Questionnaire (Include the signed and dated Outreach/Targeting Policy Agreement)

x Method of Evaluation

x Assurances (include supporting documentation and/or explanation(s) why any specific assurance is not applicable to offeror).

x Background Information

x Certificate Regarding Debarment, Suspension & Voluntary Exclusion Lower Tier Covered Transactions

x Certificate Regarding Lobbying

x Management Letter and Auditor's Opinion

x Tax Payer Identification and Certification

Budget:

x Itemized Service Budgets: For all proposed Fixed Price with Price Adjustment Contracts

n/a Rate Sheet

x Non-Federal Cash & Other Resources Worksheet

x Contract Operating Budget

n/a Agency Operations Spread Sheet (optional)

n/a Cost Allocation Plan for all proposals

x One copy of the Certificate of Insurance

n/a Copy of current license (as applicable)

n/a Inventory (Inventory Form: Only required for current contractors for equipment purchased under PGCSC Contract)

PROPOSAL SUBMITTAL LETTER

In response to PINAL – GILA COUNCIL FOR SENIOR CITIZENS, AREA AGENCY ON AGING, REGION V Request for Proposal (RFP), Request for Proposal (RFP) # 2014-01-13 Offeror hereby submits this proposal to provide the following services:

SERVICE(S)	GEOGRAPHIC SERVICE AREA
Minor Home Repair	Area II, Area III, Area V

In submitting this proposal, Offeror certifies that:

1. The RFP and all attached documents have been read and understood and that all information provided is true, complete and accurate to the best of my knowledge. Offeror acknowledges that should investigation, at any time, disclose any misrepresentation or falsification, this proposal may be rejected and contract entered into may be terminated.
2. ENCLOSED, at a minimum, is all information requested in this RFP, consisting of the items listed on the Content Checklist.
3. One (1) original and Five (5) copies of the proposal are being submitted in a sealed enveloped marked as instructed within this RFP. At least one of the copies has an original signature of the authorized signatory.
4. Any Solicitation Amendment(s) sent to the proposer by PGCSC in regards to this RFP are signed and submitted with this proposal.
5. Offeror certifies that the assurances contained in this proposal have been met by the offeror.
6. Offeror certifies that the submission of this proposal did not involve collusion or other anti-competitive practices.

I am authorized by the offeror submitting this proposal to make this certification and to bind the offeror to the offer and the terms and conditions of the solicitation.

SIGNATURE: Melissa Buzan DATE: 2/20/2013

TYPED NAME: Malissa Buzan TITLE: Interim Director

NAME OF OFFEROR/AGENCY: Gila County Community Services Division/Housing Services

ADDRESS: 5515 S. Apache Avenue, Suite 200

CITY: Globe STATE: Arizona ZIP CODE: 85501

TELEPHONE: 928-425-7631 FAX: 928-425-9468

FEDERAL EMPLOYER ID#: 86-6000444

PROGRAM/ADMINISTRATION SECTION

1.0 Authorized Signatory for Contractor:

1.1 Gila County Community Services Division, FEI No. 86-6000444
PROVIDER AGENCY NAME — FEDERAL EMPLOYER IDENTIFICATION NUMBER

5515 S. Apache Ave., Suite 200, Globe, AZ 85501 — 928-425-7631
Address — Phone Number

1.2 Michael A. Pastor — Chairman, Gila Co. Board of Supervisors
Name of Principal Authorized Signatory — Title

To execute contracts and amendments and is responsible for the delivery of Contract Services during the term of this Contract.

1.3 In the absence of the principal authorized signatory named above, Malissa Buzan (Name) Interim Director (Title) is authorized to sign this Contract and any amendments thereto on behalf of the Provider.

2.0 Notices:

2.1 The PGCSC AAA shall address all notices relative to this Contract to the attention of:
Malissa Buzan, Gila County Community Action/Housing Services Manager
Name and Title
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 — 928-425-7631, Ext. 8693
Address — Phone Number
FAX: 928-425-9468 — E-MAIL: mbuzan@co.gila.az.us

2.2 Daily contact regarding programmatic issues for this contract:
Malissa Buzan, Gila County Community Action/Housing Services Manager
Name and Title
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 — 928-425-7631, Ext. 8693
Address — Phone Number
FAX: 928-425-9468 — E-MAIL: mbuzan@co.gila.az.us

2.3 Financial contact for issues regarding to this contract:
Bree'na York, Fiscal Manager
Name and Title
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 — 928-425-7631, Ext. 8667
Address — Phone Number
FAX: 928-425-9468 — E-MAIL: byork@co.gila.az.us

2.4 The Provider shall address all notices relative to this Contract to the attention of:

President/CEO
Pinal-Gila Council for Senior Citizens
8969 W. McCartney Rd., Casa Grande, AZ 85194-7432

Telephone Number: (520) 836-2758
FAX: 520-421-2033
E-Mail: info@pgcsc.org

3.0 Contract Term:

The term of this Contract shall begin on July 1, 2013
■ or the date of last signature, whichever is later, and shall terminate on June 30, 2014.

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[ ] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

☒ Minor Home Repair/Renovation	_____ Congregate Meals	Home Care Cluster:
____ Respite (Group)	_____ Home Delivered Meals	_____ Attendant Care
____ Respite (In-Home)	_____ Transportation	_____ Housekeeping
____ Case Management – PSA II & V	_____ Legal	_____ Personal Care
____ Family Caregiver Services		

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[ ] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Aid and/or Visiting Nurse services until June 30, 1993. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1993 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.

B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.

C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Minor Home Repair	Community Action/Housing Services Program Manager	1	n/a
	Housing Rehab Specialist	1	n/a
	Housing Services Administrative Assistant	1	n/a

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Community Services Division 5515 S. Apache Street, Suite 200 Globe, AZ 85501 Phone: (928) 425-7631 Toll Free: 800-304-4452 Fax: (928) 425-9468	Minor Home Repair		Mon – Friday 8am to 5pm	Gila County

The facility(s) listed above will not be open on those holidays marked below (darken box for applicable holidays):

☒ New Year's Day	☐ Good Friday	☐ Yom Kippur	*(Other Holidays)*
☒ Martin Luther King Jr.'s Birthday	☒ Memorial Day	☐ Columbus Day	☒ Friday after Thanksgiving
☐ Lincoln's Birthday	☒ Independence Day	☒ Veteran's Day	☐ _____
☐ Washington's Birthday	☒ Labor Day	☒ Thanksgiving Day	☐ _____
☒ President's Day	☐ Ros Hashanah	☒ Christmas Day	☐ _____

☐ The holidays indicated above apply only to the administrative office; services are provided 24 hours.

22.0 HOME REPAIR AND RENOVATIONS

22.1 Purpose Statement

The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.

22.2.2 Home repair increases or maintains independence of eligible individuals.

22.2.3 Home repair increases the individual's mobility, safety, and access to and around the home.

22.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

22.2.5 Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall:

22.3.1 Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.

22.3.2 For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be amended.

22.3.3 Examine and utilize all other available resources (e.g., funding) prior to providing the service.

22.3.4 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.

22.3.5 Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:

1. Building of ramps.
2. Cooler and heater repair/maintenance.
3. Widening of doorways.
4. Installation of grab bars.
5. Screen repair.
6. Installation of safety mats.
7. Window repair.
8. Minor roof repair.
9. Door repair.
10. Floor repair.

22.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.

22.4 Licensure/Certification Requirements – The Contractor shall:

22.4.1 Comply with all federal, state and local licensure/certification requirements.

22.4.2 Ensure that materials and work meet industry standards.

22.4.3 Ensure that all repairs and adaptations conform to state and local building codes.

22.5 Performance Measure

22.5.1 Number of clients that receive services annually.

22.6 Reporting Unit

22.6.1 One unit of service equals one repair or adaptation.

PROPOSERS QUESTIONNAIRE – MINOR HOME REPAIR

All Proposers must answer the following questions. In the space provided respond to the following questions. Responses should be concise and when appropriate measurable.

1. **CLIENT CONTRIBUTIONS:** Explain your method for soliciting contributions from participants, security procedures, accounting and cash handling procedures. Identify staff responsible for implementing this procedure.

All persons receiving assistance through PGCSC Minor Home Repair Funding will be informed of their ability to contribute to the costs of the service. Each person will be given a "Client Contribution Information Form" which enables them to send in their donation. Should a client decide to donate, any funds received by Housing Services Staff will be immediately documented in the program file and then given to the Fiscal Accountant or Fiscal Manager to complete the process to deposit the money into the Minor Home Repair Program account.
Funds derived from donations will be utilized to assist additional persons with Minor Home Repairs.

2. **TARGETING:** How will the provider ensure that those in greatest economic or social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) are given priority in the delivery of service? Please refer to Outreach/Targeting Agreement for further clarification.

Gila County will target those residents aged 60 or over or those under 60 who have a disability. The program will be designed to assist persons who do not have the resources and/or family or friends to assist them with minor home repairs.

3. **OUTREACH:** In addition, identify the specific outreach activities that will be conducted to reach and inform those in greatest social or economic need of the availability of the program. Provide a timetable for completing these activities.

Gila County will perform outreach to advertise the availability of PGCSC Minor Home Repair Funding through several methods. They are as follows:

Once we receive notification of a successful fund award, our timeline for outreach will be:

- Week 2 through Week 4- Media Press Releases – Public Service Announcements will be provided to local newspapers and radio stations on a semi-annual basis to announce the program.
- Week 2 and ongoing - Brochures and Pamphlets – the funding will be included on printed materials that are distributed from the Gila County Community Action/ Housing Services.

4. **INTAKE PROCESS:** Briefly describe the process that is used for intake, to include time frame between intake and assessment, information taken at intake, how determination at intake is made that an assessment is needed and any other information that would help in understanding the intake process.

The intake process begins with a request for assistance, this may be via telephone or in person. A Pre-Application form is filled out at the time of request. This form is submitted to the Housing Assistant on the same day as it is completed. The Housing Assistant reviews the form, contacts the applicant and performs an assessment of the situation. If it is determined that the applicant is eligible to receive assistance, an appointment for services is scheduled. The appointment is usually scheduled within 7 days of the initial assessment. Eligibility determination is finalized at the appointment for services. The Housing Rehab Specialist and/or Housing Program Manager will schedule a visit to the applicant's residence to verify the need for minor home repair. He will inform the Housing Assistant of the needed repairs and the Housing Assistant will contact one of our qualified contractors to schedule the repairs. A site visit will be performed once the contractor indicates the work is completed. The homeowner will be asked to complete a Satisfaction Survey, and the file is closed if the Housing Assistant determines the job is completed satisfactorily.

5. **ASSESSMENT PROCESS:** Briefly describe the assessment process that is used to determine that the work requested for the individual's and/or caregiver's residence is in relation to his/her needs and will improve the safety and increase the individual's ability to live independently.

The Housing Rehab Specialist and/or Program Manager will visit the residence to inspect and determine the extent of the repair needed.

6. **Pandemic (Emergency) Preparedness Plan:** Provide a copy of the provider pandemic/emergency preparedness plan. At a minimum the plan must include: (1) Key succession and performance planning if there is a sudden significant decrease in the contractor's workforce. (2) Alternative methods to ensure there are services or products in the supply chain. (3) An up to date list of company contacts and an organizational chart.

This information may be added as a separate page(s) to the responses for the proposal's questionnaire and should be clearly marked as the Pandemic (Emergency) Preparedness Plan. Or, responses to the minimum requirements may be answered below.

1. **An Emergency Response Plan in the event of a declared pandemic has been developed by the Division of Health and Emergency Services. This is the official plan for all of Gila County. See Attachment A for more information regarding the Gila County D.H.E.S. plan.**
2. **See Gila County's Emergency Response Plan for details of alternative methods to ensure there are services or products in the supply chain.**
3. **An organizational Chart is attached as Attachment B.**

OUTREACH/TARGETING POLICY AGREEMENT

In accordance with the Older Americans Act, as amended, each provider contracting with PGCSC/AAA Region V, agrees to continue their efforts of targeting their services to older persons with greatest economic or social need with particular attention to low-income minorities, older individuals with limited English proficiency, isolated rural elders, Native Americans and severely disabled elderly through various methods such as:

To promote programs which increase service accessibility and availability to the targeted population.

To educate individuals on available benefits and services provided with Older American Act funds and the Area Agency on Aging, social service agencies, and the support service network.

To network with other community agencies that provide support services to enhance the availability of services and resources for the targeted population.

To provide prevention and general intervention services when needed for the targeted population.

To provide advocacy services as needed with/on behalf/or for the targeted population.

To assist in developing policy and system changes within the community to assist the well-being of the targeted population.

To identify the targeted population through various outreach techniques.

To provide information and referral or assistance as needed to the targeted population.

To request technical assistance related to the contract services from PGCSC/AAA, as needed.

To document these services within the Monthly Educational Program/Special Activity Report.

To translate materials and flyers relating to program activates and access, when possible.

To continue the activities that the subcontractor has submitted in their outreach and targeting statement included in this contract.

To provide culturally relevant programs which address the specific needs of the targeted population.

To serve each low-income minority elderly group in at least the same proportion, as they exist in their service boundary area.

To obtain program and/or advisory public input from specific ethnic minority communities, i.e., groups, organization, individuals, institutions, etc.

To provide client access to bilingual and/or bicultural persons/staff to accommodate those elderly who speak limited English.

To use minority volunteers in direct service when possible.

To provide opportunities for staff to obtain training in cultural differences and specific needs of the low-income minority elderly.

Melissa Bry 2/20/13

Signature Date

VIII. METHOD OF EVALUATION

Each person assisted with this program will be provided with a Follow-Up Form and a self-addressed, stamped envelope to return to Housing Services. The client is requested to evaluate the quality and timeliness of the service they have received and return the form within 30 days.

The Follow-Up Forms are retained in the client file.

ASSURANCES

The following assurances are required for those who wish to be eligible for a contract with PGSCS. When a check mark appears in the right hand column of this page, the proposal shall contain the items described in the statement to the left of the check mark. All items must be submitted, do not use "On File".

Information included in the proposal should appear in the order listed on the Content Checklist and as it appears on this list.

Any of the marked (X) items that are not applicable to you or your organization, include an explanation with your proposal.

Certification that these assurances have been met is contained in the Proposal Submittal Letter.

		Submit With Proposal
1.	**AGENCY ORGANIZATION**	
	If the offeror is a corporation, whether for-profit or non-profit:	
	a. Current staff organization chart setting forth lines of authority, responsibility and communication in accordance with policies established by the governing body.	X
	b. (If applicable) Offeror has a current organization chart depicting its relationship to the organization of which it is a subsidiary or by which it is sponsored.	X
	c. Current copy of the Articles of Incorporation or partnership agreement.	N/A
	d. Current and complete list of the names and addresses of all members of the Governing Body/Council/ Board of Directors.	X
	e. Offeror has written procedures which require due process and the prompt resolution of any complaint of discrimination on the basis of age, sex, religion, race, national origin or handicap (staff or participant).	X
	f. Written documentation which certifies the Authorized signatories referenced, upon notice of a contract being awarded.	X
2.	**PERSONNEL**	
	a. Current written job description, including minimum qualifications for training and experience, for each position.	X
	b. Resume for persons providing a service that specifies qualifications to perform the proposed service in the Scope of Work, Service Standards.	X
	c. For direct services to juveniles or vulnerable adults, offeror complies with A.R.S.§41-1758.07 as it relates to fingerprinting and the possession of Level One Clearance Cards by all employees or volunteers providing direct service to juveniles and vulnerable adults. Offeror also complies with provisions of A.R.S. §8-804 as it relates to background checks for employment through the Central Registry.	X
3.	**FINANCIAL**	
	a. Copy of offerors most recent IRS-990. "Return of Organization Exempt from Income Tax".	N/A
	b. Offeror has sufficient funds to meet obligations on time under the Contract while awaiting reimbursement from PGSCS.	X

ASSURANCES

Explanations from the previous page.

1.c. Current copy of the Articles of Incorporation or partnership agreement **n/a**

This does not apply to Gila County Community Services as we are a Government Entity

3.a. Copy of offerors most recent IRS-990. "Return of Organization Exempt from Income Tax". **n/a**

This does not apply as Gila County is not a tax exempt entity.

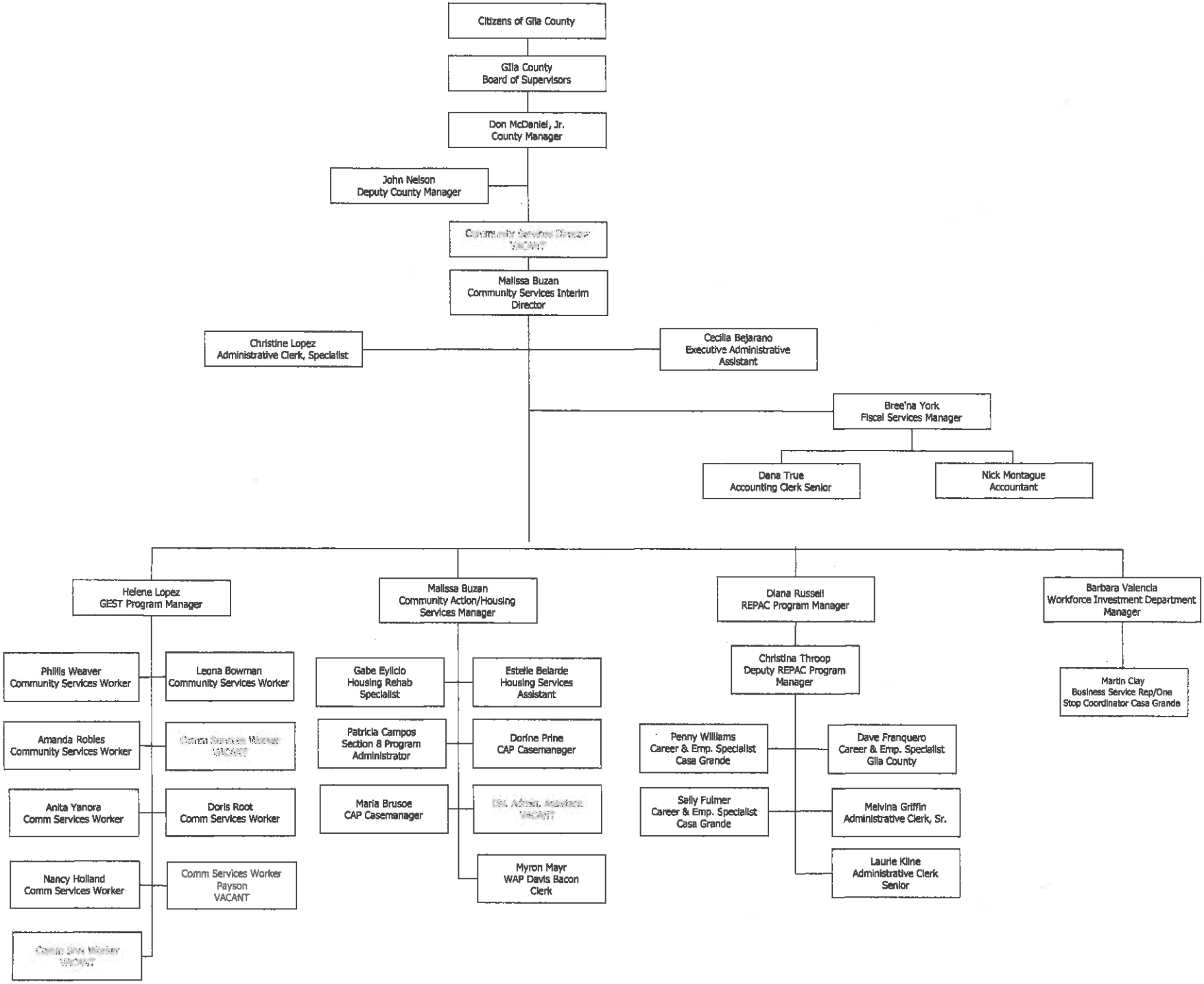
3.b. Offeror has sufficient funds to meet obligations on time under the Contract while awaiting reimbursement from PGCSC.

Gila County Community Services Division does have the funds to meet our financial needs as they occur. We incur debts that the Gila County Finance Department covers, and after receipt of reimbursement from PGCSC, they release the debt and deposit the money into the appropriate account.

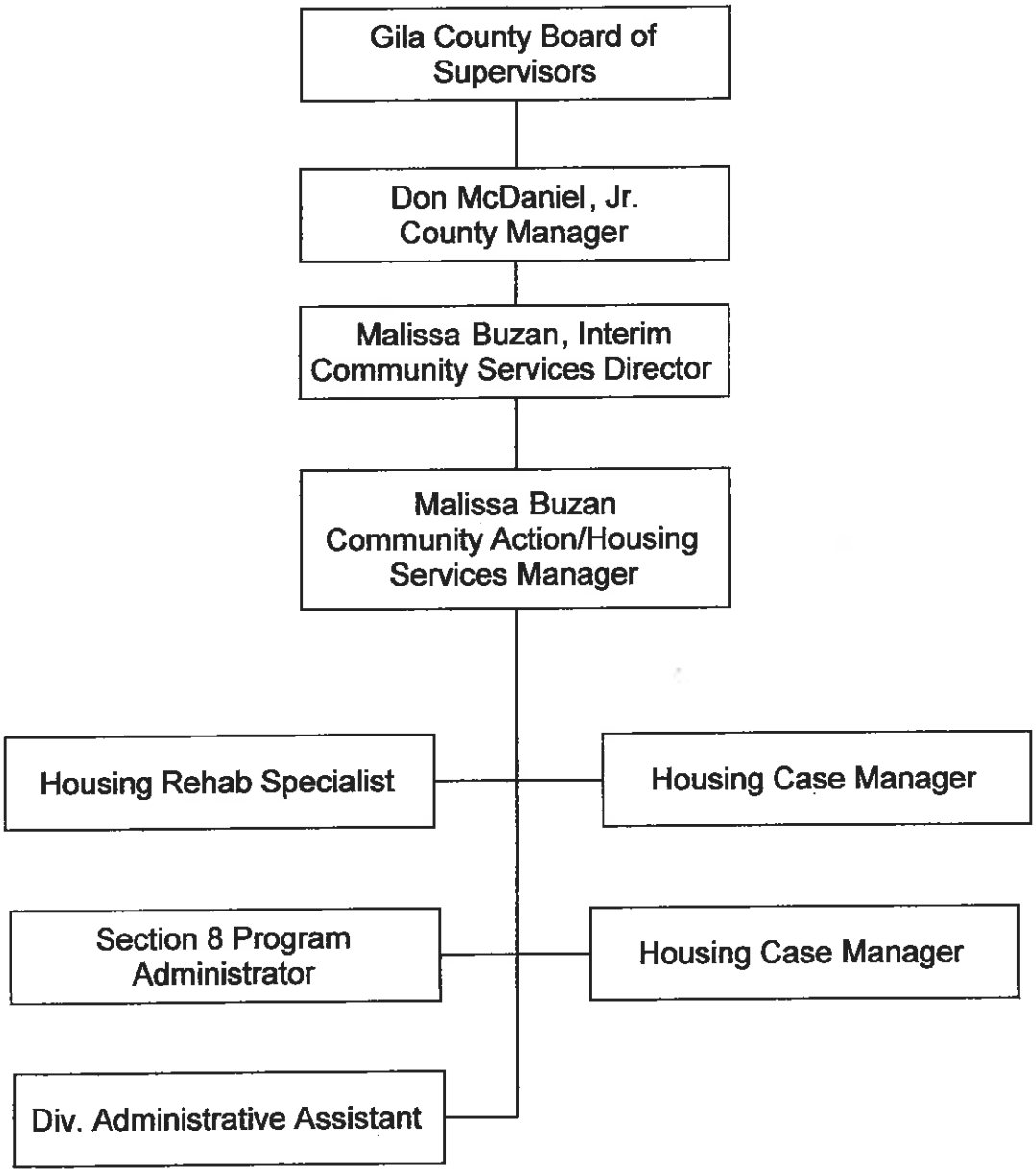
Gila County

Community Services Division

Organizational Chart
January 31, 2013



Community Action/Housing Services
Organizational Chart
May 1, 2012



Gila County Board Members

Tommie Martin - District 1

Michael Pastor - District 2

John Marcanti - District 3

The Gila County Board of Supervisors is responsible for the financing and administration of County government, has final approval over County department budgets, governs tax rates and calculates all other rates.

The Board has final approval for all zoning and use permits in the unincorporated areas of the County.

If a special board meeting is called, a public notice at least 24-hours prior to the meeting an agenda is made available to the public.

The Board of Supervisors also acts as the board of directors for certain special districts within the County such as the Gila County Library District, Strawberry Hollow County Improvement District, and East Verde Estates Street Improvement District.

In addition, the board is responsible for appointing the directors of the 5 County divisions.

The Board also works with other governmental bodies such as the towns and cities within Gila County, United States Forest Service and other state and federal governmental agencies.

District 1
Office: Gila County Complex
610 E HWY 260
Payson, Arizona 85547
Phone: (928) 474-2029

District 2
Office: Gila County Courthouse
1400 E. Ash Street
Globe, Arizona 85501
Phone: (928) 402-8753

District 3
Office: Gila County Courthouse
1400 E. Ash Street
Globe, Arizona 85501
Phone: (928) 402-8726

Gila County Community Services Division

Company Contact List

Address:	5515 S. Apache Avenue, Suite 200 Globe, Arizona 85501
Director	Malissa Buzan, Interim Director Phone: (928) 402-8693 Cell: 961-6349
Exec. Adm. Asst.	Cecilia Bejarano Phone: (928) 402-8803 Cell: (928) 701-1959
C.A.H.S. Manager	Malissa Buzan Phone: (928) 402-8693 Cell: (928) 961-6439
Housing Adm. Asst.	Estelle Belarde Phone: (928) 402-8685 Cell: (928) 200-0744
Housing Rehab Spec.	Gabe Eylicio Phone: (928) 402-8698 Cell: (928) 200-1258

RULE 4 – Discrimination in Employment

This policy covers all employees in the classified and unclassified service as defined in the Gila County Merit System Rules and Policies Manual without regard to regular, temporary, part-time, probationary or emergency status, although nothing in this policy waives the at will status of an unclassified employee.

4.1 Statement of Policy: Gila County shall not discriminate against an individual in violation of State or Federal law or regulation in terms of race, color, religion, sex, age, national origin, disability, or Vietnam or disabled veteran status.

4.2 Discipline: Any employee found to have subjected another employee to discrimination as defined by this Rule shall be subjected to disciplinary action up to and including dismissal in accordance with the provisions of these Rules.

4.3 Reprisals: An employee shall not take any disciplinary or punitive action against another employee which impedes or interferes with that employee's exercise of any right granted under the law or these Rules. Any employee or agency representative who is found to have acted in reprisal toward an employee as a result of the exercise of the employee's rights may be suspended without pay for a period not to exceed 30 days or dismissed.

4.4 Sexual Harassment: The purpose of this policy is to clearly establish Gila County's opposition to and disapproval of any unwanted actions and advances of a sexual nature arising out of the work place situation which adversely impacts an employee's ability to perform the duties of his/her position. This policy also provides a mechanism to employees for filing complaints of sexual harassment.

A. All employees of Gila County, regardless of sex, have a right to work in an environment free of unsolicited advances, innuendoes and actions of a sexual nature which create a hostile or offensive working environment or which otherwise impair their ability to perform their assigned duties.
B. Sexual harassment is defined as:
   1. Unwelcome or unwanted sexual advances including petting, pinching, brushing up against, hugging, cornering, kissing, fondling or any physical conduct considered unacceptable by another individual.
   2. Unwelcome or unwanted requests or demands for sexual favors, including subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by implied or negative consequences concerning ones employment status.
   3. Verbal abuse, bantering or teasing that is sex oriented and is considered unacceptable by another individual. This includes innuendoes, jokes, sexual oriented comments that offend others.

4. Displaying an intimidating, hostile or offensive attitude because of rejected sexually oriented demands, requests, physical contact or attention.
5. Interfering with a co-worker's performance by exchanging unwanted sexual attentions, or sexually oriented conduct that reduces personal productivity or safety on working time.
6. Condoning a working environment that is not free of sexually oriented innuendoes, or any other actions of a sexual nature that could offend others.

C. Reporting a Complaint.
   1. Every employee of Gila County has an affirmative duty to maintain a work place free of harassment and intimidation. Complaints or reports of sexual harassment should be taken by an employee directly to the Personnel Director. Supervisors or department heads who receive complaints or reports of sexual harassment must immediately inform the Personnel Director of such complaints. The Personnel Director will expedite an investigation into the allegations. Confidentiality of all parties involved in a sexual harassment charge shall be respected, except to the extent that it does not interfere with the County's legal obligation to investigate allegations of misconduct and to take appropriate action.
   2. After investigation, the Personnel Director will issue a written finding. If a basis is found for the complaint, the Personnel Director shall make recommendations of disciplinary action up to and including dismissal of the offending party in accordance with the provisions of Gila County Merit System Rules and Policies.
   3. If no basis is found for the complaint, the complaining employee shall be notified in writing. Classified employees may file a grievance in accordance with Rule 22.1.A to the Personnel Commission within ten (10) days of receiving such notification. Any such review by the Personnel Commission shall be conducted according to time limits and other limitations imposed by the Gila County Merit System Rules and Policies. Unclassified employees have no grievance appeal rights.

D. Discipline. Any employee found to have subjected another employee to sexual harassment as defined by this policy shall be subjected to disciplinary action up to and including dismissal in accordance with the provisions of the Gila County Merit System Rules and Policies.

E. Responsibility.
   1. It shall be the responsibility of employees who believe they have been subjected to sexual harassment, as defined by this policy, to bring such alleged harassment to the attention of the Personnel Director.
   2. Supervisors and Department Heads who become aware formally or informally of situations which could potentially involve sexual harassment must notify the Personnel Director immediately.

3. It shall be the responsibility of the Personnel Director to enforce the provisions of this policy and make such investigations as he/she deems appropriate.
4. Reprisals, in any form, by any employee or supervisor against any complaining employee or participating witness shall not be tolerated.
5. It shall be the responsibility of all Elected Officials and Department Heads to ensure compliance and enforcement of the provisions of this policy within their respected departments.

4.5 Other Harassment and Discrimination. This section is to clearly establish that Gila County adheres to all Federal and State laws prohibiting unlawful harassment and/or discrimination. It is the policy of Gila County to treat each employee equitably, to provide communication channels to resolve harassment and discrimination concerns, and thereby support a safe and productive work environment for all County employees.

A. Gila County prohibits discrimination and harassment based upon race, sex, color, age, religion, disability, Vietnam or disabled veteran status, national origin and applicable state statutes.
B. This policy shall extend its coverage to all employees in the classified and unclassified services as defined in the Gila County Merit System Rules and Policies without regard to status.
C. The following lists identify some examples of potential harassment or discrimination covered by this policy. This list is not all inclusive and other situations not included here may also constitute harassment and/or discrimination.
   1. Discriminatory employment decisions – in the absence of a bona fide occupational qualification, or ability to reasonably accommodate, basing employment decisions such as hiring, promotions, terminations, transfers, reduction in force, etc., on non-job related criteria.
   2. Jokes, stories, comments, pictures, e-mail, publications, etc., portraying an individual or group of individuals in a negative light.
   3. Exclusion – in the absence of a bona fide occupational qualification, or ability to reasonably accommodate; excluding or ostracizing people from workplace or work related activities.
D. The reporting, discipline and responsibility procedures for any alleged discrimination or harassment are the same as Rule 4.4.D.E. and F.

Lopez, Christine

From: Sheppard, Marian
Sent: Tuesday, February 05, 2013 4:33 PM
To: Aguilar, Vicky; Aguirre, Gloria; Alvarez, Jennifer; Baer, Jeff; Beauchamp, Bradley; Bejarano, Cecilia; Belarde, Estelle; Bell, Candy; Benedetto,Malinda; Bocardo, Juley; Boyer, Shannon; Brewer, Marilyn; Buzan, Malissa; Caldera, Dawn; Campos, Patricia; Cates, Celena; Chambers, Bryan; Chapman, Margie; Cook, Janice; Coons, Shannon; Dalrymple, Lorraine; DeNero, Berthan; Deroulhac, Darde; Dillon, Hazel; Dorame, Larry; Durbin, Jacque; Eastlick, Linda; Escobedo, Annie; Fisher, Pam; Florescue, June Ava; Garcia, Ray; Garrett, Jake; Goetteman, Gary; Gonzales, Martha; Gould, Robert; Grice, Sherry; Griffin, Darryl; Griffin, Jacque; Hawkins, Mary; Heatherly, Joseph; Heppler, Cheri; Hernandez, Sylvia; Holmes, Debra; Horn, Paula; Huffer, Larry; Hughes, Deborah; Jones, Diana; Keegan, Michelle; Kim, Teak-sun; King, Lisa; Kline, Laurie; Listiak, Sharon; Little, Dorothy; Lopez, Christine; Marcanti, John D.; Martin, Tommie; Mata, Liz; McDaniel, Don; Mendoza, Joe; Moya, Debra; Navarro, Mary; Nelson, John; Neumann, Nancy; ODell, Linda; O'Driscoll, Michael; Pastor, Eleanor; Pastor, Mike; Poarch, Tiffany; Powell, Terri; Price, Eloise; Puhara, Donna; Raymond, Erica; Rhyne, Kendall; Riggs, Kelly; Rios, Esther; Rocha, Christie; Rodriguez, Linda; Rogers, Dave; Russell, Diana; Rust, Kim; Sanchez, Victoria; Sanders, Steve; Sartain, JenDean; Savage, Debi; Savaglio, Lauren; Sgroi, Dana; Shepherd, Adam; Short, Laura; Solberg, Tyler; Stemm, Mary; Stevens, Coleen; Stratton, Kaycee; Stratton, Steve; Tomerlin, Sadie; Valencia, Barbara; Valenzuela, Beverly; Van Haren, Brenda; Velasquez, Margie; Warden, Mark; White, Colt; White, Sarah; Williams, Debra; Winters, Sharon; York, Breena
Subject: Names and Titles on Contracts, Agreements, Etc.

At the January 22, 2013, Board of Supervisors (BOS) meeting, Michael Pastor was appointed as Chairman and Tommie Martin was appointed as Vice-Chairman of the BOS.

Please ensure that any items you have submitted into AgendaQuick for future meetings contain the correct names and titles, as follows:

Michael A. Pastor, Chairman
Tommie C. Martin, Vice-Chairman
John D. Marcanti, Member
Bryan Chambers, Deputy Attorney Principal

I will be sending back any agenda items and original documents that don't contain the correct typed names and titles.

Thanks,
M

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501
Phone: (928) 402-8757
Fax: (928) 402-8755

JOB DESCRIPTION

Job Title: Director Health and Community Services **Job Code: 2400**

FLSA: Exempt Effective Date: September 4, 2006

NATURE OF WORK:
Plans, organizes and directs Health and Community Services activities for Gila County and the Tribal REPAC Consortium.

DUTIES AND RESPONSIBILITIES:

- Provides leadership, direction, and guidance to County Health and Community Services including Epidemiology, Public Health Education and Promotion, Bio-terrorism, Public Health Nursing, Environmental Health, Nutrition Services, Re-employment Pre-layoff Assistance, Community Action Program, Housing Rehabilitation, Section 8 Housing, Gila Education and Special Training, Tobacco Education Program, and Divisional Finance Section.
- Develops, evaluates and implements department goals, objectives, policies and procedures; assures departmental activities are in compliance with all laws, policies, regulations, timelines and goals; evaluates and analyzes issues, and recommends and implements solutions to meet the needs of the community; anticipates problems and pursues solutions:
- Directs the managers and staff through appropriate delegation and work supervision; meets regularly with staff to discuss and resolve workload and technical issues; reviews work in progress in order to anticipate technical and management problems; recommends changes to improve the organization's functions and processes; interprets statutes and regulations; ensures compliance with departmental policies and procedures, State and other governmental regulations.
- Hires, supervises and monitors the performance of assigned staff; monitors and authorizes employee time sheets and leave requests; prioritizes and assigns tasks and projects; counsels, coaches, sees to the development of staff and evaluates staff performance; investigates and resolves administrative and operational issues.
- Coordinates Division activities with other County departments, State and Local public health agencies, and other outside agencies and organizations
- Serves as departmental advisor to citizen commissions and provides information on the status of programs; assists commissions in assessing community needs and establishing program priorities; develops and maintains effective inter-agency working relationships with governmental officials at Municipal, County, State, and Federal levels and executives of business, private agencies and community leaders.
- Prepares and presents staff reports; supervises the gathering of information, development of studies and writing of departmental reports.
- Coordinates with various committees and area councils to secure active participation in planning, providing services, and mobilizing community resources; consults with governmental officials, executives of business, private agencies and community leaders regarding health and community service matters.
- Evaluates social service and public health needs in the community; plans and recommends programs and develops funding proposals through the use of grants to meet those needs.
- Directs the development and implementation of partnerships to provide effective communicable disease prevention and controls.
- Develops and monitors department budget, approves budget expenditures; prepares special and recurring reports; prepares and reviews operational analyses of program costs, revenue streams, fees, and revenue enhancement opportunities.
- Plans and coordinates program and facility expansion; provides technical assistance to Program managers regarding planning and budgeting.
- Develops, implements and monitors contracts with service providers; oversees the evaluation of level of services.

- Responds to and resolves difficult and sensitive citizen inquiries and complaints.
- Plans, supports and advocates for continuous funding for service programs; researches and writes grant applications.
- Participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast regarding new trends and innovations in the field.
- Attend seminars, conferences and meetings to keep up with trends in issues, legislative changes, and may continue education to keep current.

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; must be capable of traveling to and from various work locations on a frequent basis to attend meetings.

EMPLOYMENT STANDARDS:
Bachelor's Degree in Public Administration, Sociology or a related field and seven (7) years health and community services administration experience, including three (3) years supervisory/management experience; or equivalent combination of education, training and experience. Master's Degree is desirable.

A valid Arizona Driver's License; County Health Officer Certification; may be required to obtain other certifications.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:
Knowledge of: Principles and practices of public heath and social service administration; methods and standards for delivering public health and community services; processes for planning and delivering health and social service programs; public health and community service issues and trends; grant programs and funding resources; regulations and standards governing health and community service operations and activities; processes for developing and administering budgets; supervisory/management principles, practices and methods.

Ability to: Define problems, collect data, analyze information, and make logical conclusions based on facts; administer public health and community service programs; develop and implement division goals and objectives; assess community needs and establish program priorities; respond to and resolve sensitive/difficult citizen inquiries and complaints; administer division budgets; speak in public and deliver presentations.

Skills in: Supervising, training and coordinating staff; assessing and prioritizing multiple tasks, projects and demands; working within deadlines to complete projects and assignments; understanding and applying program standards and procedures, applicable Federal rules and regulations, and County policies and procedures; assessing and prioritizing multiple tasks, projects and demands; interpreting laws and regulations while assuring compliance with department goals and objectives; interacting with people of different social, economic, and ethnic backgrounds; preparing clear, comprehensive, and accurate reports; effectively communicating in written and verbal forms.

JOB DESCRIPTION

Job Title: Housing Services Assistant **Job Code: 2457**

FLSA: Non-Exempt Effective Date: September 4, 2006

NATURE OF WORK:
Coordinates and performs a variety of administrative tasks for Housing Services Department programs including maintaining program information, ensuring funding availability, interviewing and certifying prospective clients for eligibility and participation. Performs a variety of case management activities to assist low income individuals/families in need of emergency living assistance.

DUTIES AND RESPONSIBILITIES:

- Monitors various housing department funds to ensure availability; interviews and completes applications with clients, certifying participant eligibility; maintains and organizes waiting lists for grant programs; enters client data into database; notifies applicants of status and appointments.
- Coordinates the housing rehab project; maintains waiting list; interviews and assists clients with the application process and their eligibility updating information as warranted; conducts file reviews for accuracy and information completion and ensures contractor files are maintained in accordance with policy; notarizes contracts between Gila County and Homeowners when a lien has been placed on home when work is being done; prepares proctor announcements for publication in newspapers
- Coordinates monthly interagency meetings in Globe-Miami, and invites staff from other human services organizations to attend; organizes and coordinates guest speakers; distributes monthly interagency newsletter; compiles mailing list and email contact information and monitors for accuracy.
- Performs Housing Quality Standards inspections for Section 8 Housing department; assists clients in absence of Manager.
- Coordinates the Evaporative Cooler Program; takes applications; updates forms, issues and processes vouchers for payment, compiles reports and monitors activities.
- Coordinates the bi-annual CARE Fair event; performs outreach to social service agencies, maintains participant list, correspondence, supplies and plans and monitors to insure event is successful and in accordance to plan.
- Administers the Family Care Giver home modification grant program that helps the caregiver with installing ramps, handicap/disabled aids such as bars in bathrooms/showers and other funding for home repair related to utilities; ensures eligibility and appropriate funding for those in need.
- Conducts client interviews; provides information regarding program services.
- Prepares and processes case file documentation.
- Inputs case data into departmental computer; ensures accuracy of client information.
- Determines client eligibility in accordance with program funding source guidelines and policy.
- Identifies appropriate funding sources available to clients.
- Drafts budgets and goals for clients.
- Schedules and coordinates client appointments; assesses client situation; advises clients regarding required documentation.
- Prepares vendor vouchers for use by clients.

Conducts follow up interviews with clients; monitors case progress.

WORKING ENVIRONMENT:

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.

JOB DESCRIPTION

Job Title: Housing Services Assistant **Job Code: 2457**

FLSA: Non-Exempt Effective Date: September 4, 2006

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 with occasional driving; may need to deal with emotional clients. Must be capable of traveling to and from various work locations on a frequent basis to attend meetings. Dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds, often when they are distraught or in high-stress situations.

EMPLOYMENT STANDARDS:

High School Diploma or GED and two (2) years community service housing program experience; or equivalent combination of education, and one year Human Services experience; or equivalent combination of education, training and experience.

A valid Arizona Driver's License; Section 8 HCV Housing Quality Standards Specialist, CPR certification, FEMA weatherization training, notary public license.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Knowledge of:

Principles and practices in public sector housing services department; policies and procedures related to area of assignment; maintaining reliable and accurate recordkeeping and documentation for grant programs; office practices and procedures; standard office software applications.

Social services principles and practices; standards and regulations governing social service activities; emergency assistance programs; social service program eligibility requirements; principles and practices of case management; case file documentation; standard office software applications.

Ability to: Communicate effectively orally and in writing, coordinate several projects simultaneously. Provide emergency assistance to low income families and those in crisis; perform skilled case management activities; determine client eligibility; ensure compliance with program funding source guidelines and policy; maintain case file documentation; communicate effectively verbally and in writing.

Skills in: Coordinating County housing services programs and related activities; maintaining accurate and timely documentation and records; using organizational and planning skills with attention to detail and follow through; establishing and maintaining effective working relationships. Conducting a variety of skilled case management functions and providing emergency assistance to the local community.

JOB DESCRIPTION

Job Title: Housing Rehabilitation Specialist **Job Code: 2456**

FLSA: Non-Exempt Effective Date: September 4, 2006

NATURE OF WORK:
Coordinates and assesses housing repair, improvement, weatherization and rehabilitation for low income County homeowners; coordinates, awards and inspects the work of contractors.

DUTIES AND RESPONSIBILITIES:

- Performs initial inspections to identify housing problems and determine necessary repair/improvement requirements and assistance to be provided.
- Obtains and utilizes information gathered in the field during energy/safety audits and housing inspections to write a scope of work; ensures scope of work estimates are in line with available funding.
- Coordinates work to be done with contractors and subcontractors; inspects work in progress on job sites; ensures scope of work is maintained and in accordance with relevant codes and regulations; conducts final inspections and project close outs.
- Allocates appropriate funds to each phase of a job.
- Acts as a mediator between contractor and/or clients regarding concerns with work being performed.
- Also reports all concerns to Housing specialist II and documents concerns in case file.
- Completes Quality Control HQS inspections for Housing Choice Voucher program
- Prepares and maintains relevant documentation and records; assists in preparing reports in accordance with program reporting requirements.

WORKING ENVIRONMENT:
Work is performed in a standard office environment and in the field when performing housing inspections; may be exposed to variable weather conditions, mold, dust, rodent/animal feces, and insulation; must be able to crawl through attics and into crawl spaces when conducting housing inspections; standing, walking, bending, crouching, and lifting up to 50 pounds is involved; required to drive a motor vehicle/truck for inspections and visits to residences.

EMPLOYMENT STANDARDS:
High School Diploma or G.E.D. and three (3) years housing rehabilitation or construction trades experience in HVAC, electrical and plumbing; or equivalent combination of education, training and experience.

A Valid Arizona Driver's License; Residential Mechanical Inspectors License; Lead Based Paint Inspectors certification; Combustion Safety Certification; Advanced Air Diagnostics Certification; Section Eight Housing Quality Standards Certification.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:
Knowledge of: Principles and practices of housing rehabilitation; housing rehabilitation programs and services; housing inspection processes and standards; equipment and tools used in the inspection of housing; codes and regulations governing housing rehabilitation; housing construction and repair processes; HVAC, plumbing and electrical work relevant to housing; bid procedures and processes; housing program documentation and reporting requirements.

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.

Job Title: Housing Rehabilitation Specialist **Job Code: 2456**

Ability to: Conduct inspections to identify housing problems; determine housing repair/improvement requirements; write scopes of work; ensure work estimates are in line with funding available; allocate appropriate levels of funding for jobs; coordinate contractor/subcontractor work; inspect work in progress and conduct final inspections; ensure compliance with housing codes and safety regulations; mediate client/contractor concerns; review and award bids; prepare and maintain program documentation, records and reports; communicate effectively verbally and in writing.

Skills in: Coordinating housing rehabilitation for low income homeowners and conducting housing inspections.

5492 Pinal Canyon Rd.
Globe, AZ 85501

Tel: (928) 402-8693
Cell: (928) 200-0745

Malissa Buzan

Objective Housing Services all aspects

Experience 1994 to present Gila County Community Services Division

1994 – 2003 WAP Tech & Housing Repair Coordinator

- Responsible for the day to day field operation of the W.A.P., H.T.F. programs, including energy audits, specification writing for bids and awarding of bids. Responsible for all financial reporting and fund source allocation of each project. Insuring all jobs are done safely and to code compliance. Responsibility also includes supervising contractors on each job to a successful completion.

- **2003-to present Housing Services Manager**

- Responsible for multiple programs under a created Housing Services Department such as Alternative Septic Systems, Major Home Repair, Emergency Home Repair, Weatherization, Major Utility Weatherization, Medical Adaptations, Section Eight Housing Choice Voucher Program, Senior Cooler and Heating Tune-up Program.
- Funding Sources are Pinal-Gila Area Agency on Aging, Arizona Department of Housing, Department of Economic Security, Arizona Department of Enviromental Quality, Arizona Public Service, SouthWest Gas, Salt River Project, Arizona Community Action Association, Housing and Urban Development, Arizona Department of Commerce;Department of Energy.

Education High School Graduate Miami High School

- Computer Skills
  Microsoft Word, Excel, etc….
- Have received numerous Housing and Weatherization
- Certifications.

Interests Computers, Working with the Community, Singing, and Dancing

ESTELLE BELARDE

OBJECTIVE

In the position of Weatherization Admin. Assistant I hope to continue to grow and expand in learning of the Housing Rehabilation Services.

EXPERIENCE

2003–Present Gila County Housing Department Globe, AZ

Weatherization Admin. Assistant

- Interagency-Coordinates monthly Interagency Meetings in Globe-Miami, and invites staff from human services organizations from Hayden-Winkelamn, and Casa Grande areas to attend meetings. Organizes and coordinates guest speakers to present their program information. Also creates and distributes the Inter-agency newsletter on a monthly basis. Responsible for compiling the mailing list and e-mail's addresses and ensures it is kept current.
- Weatherization Assistance Program-assists the technician with various technical testing of homes. Responsible for taking applications and certifying elibibiliy of participants for all funding sources. Maintains the waiting list, including sending out correspondence to potential participants informing them of their eligibility status. Coordinates the Evaporative Cooler Program, including taking the applications, certifying eligibility, issuing vouchers, processing vouchers for payment, compiling reports and preparing for monitoring. Responsible for data entry of all client files. Maintain contractor files (performs periodic checks for licensing, insurance). Prepare proctor announcements and submit to local newspapers for publication.
- Housing Rehab (CDBG)-Maintain and organize the waiting list. Completes pre-screening forms to maintain the most current and up to date information on the clients. Assist clients with completing the forms when needed. Sentd out all correspondence to the clients on the waiting list, regarding eligibility for the program. Contact clients when their name is up on the list to schedule an application for services. Maintain contractor files (perform periodic checks for licensing, and insurance). Prepare protor announcements and submit to local newspapers for publication.
- Seciton #8 HCV Housing Quality Standards Specialist- Performs HQS inspections for Section 8 Housing Department. In the absence of the Seciton 8 Program Manager assists clientele.
- Applied for and received through training Notory Public Commission 236251.

2001–2003 Home Depot Mesa, AZ

Cashier/Sales

- Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change.
- Issue receipts, refunds, credits, or change due to customers.
- Receive payment by cash, check, credit cards, vouchers, or automatic debits.
- Request information or assistance using paging system. Resolve customers complaints.

- Have an emphasis on department and product knowledge, provide information on product

EDUCATION

1989–1992 Eastern Arizona College Globe, AZ

- A.S.S., Business Administration
- A.S.S., Elemetary Education
- Graduated-Miami High School 1988
- Currently still taking college courses from Rio Salado in Tempe.

INTERESTS/STRENGHTS

My personal strengths are many. I am definitely a people person; I am very organized; I have a strong work ethic; I am very composed even in chaos; I am honest in every aspect of my life; I have a good sense of humor and enjoy life. I am currently going to school to become a Registerd Nurse. I enjoy spending time with family and friends.

GABRIEL E. EYLICIO

OBJECTIVE

To continue and advance in the Housing Rehab field. To seek training and methods of operation that insures a successful completion of each project.

EXPERIENCE

2005 -- Present Gila County Housing Services Globe, Az.

- Housing Rehab Specialist and Weatherization Coordinator

- Responsible for the day to day field operation of the W.A.P., H.T.F. HOME, and CDBG programs, including energy audits, specification writing for bids and awarding of bids. Responsible for all financial reporting and fund source allocation of each project. Insuring all jobs are done safely and to code compliance. Responsibility also includes supervising contractors on each job to a successful completion.
- Have received numerous certifications and training in the Housing and Weatherization field.

1997 -- 2005 Gila county Facilities.

General Maintenance.

- Responsible for the daily building operation of all county facilities 52, including two jails within the county.
- Included all cafeteria and laundry equipment.
- Responsible for all Corporation Commission Gas Safety testing as well as back flow water regulators yearly.
- Did carpentry, welding, plumbing, electrical, insulating, roofing, locksmithing, landscaping excavating, electrical locksmithing, low voltage phones, and av system repairs as needed.

1992 -- 2001 Hospital maintenance Gila County, Az.

- Responsible for the daily operation in maintance.
- Rebuild maintained and repaired boilers, heat exchangers, and evap cooling systems.
- Did carpentry, welding, plumbing, electrical, insulating, roofing, locksmithing, landscaping excavating, electrical locksmithing, low voltage phones, and av system repairs as needed.
- Repaired and maintained elevators including OTIS elevator.

1985 – 1996 Construction labor / electrician helper

- Did carpentry, plumbing, concert, framing, insulating, drywall, roofing, landscaping excavating, electrical, low voltage phones, door and window setting, and painting.
- Installed electrical meters panels and circuits for outlets lighting and appliances, 120 and 240 volts. Also did some solar electric systems.

EDUCATION

1987 -- 1990 Globe High School Globe Az.

- Completed maintence commercial and residential training for plumbing doors and windows, with minor electrical in 1999
- Received my certification and registration for locksmithing in 2003.
- Received my Az. welding certification which has lapsed in 2005.
- Received various weatherization courses with FASAL 2005.
- Received my Rehabilitation Management certification 2006.
- Received many Energy related certs. and combustion safety certification in 2006.
- Received my BPI certification for Building Analyst 2008.

INTERESTS

Classic cars, motorcycling and outdoors.

BACKGROUND INFORMATION

1. When was your organization formed? Gila County Community Services Division

Indicate the type of entity submitting this offer:

- ☒ Government
- ☐ Corporation
- ☐ Individual
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Private Non-Profit Corporation
  - ☐ Yes ☐ No Is your organization qualified as a charitable organization under Section 501c(3) of the Internal Revenue Code? Attach a copy of the notification letter from the IRS.
- ☐ Other: _____

2. ☐ Yes ☒ No Have any federal or state agency ever made a finding of non-compliance with any civil rights requirements with respect to your service program? **If yes, explain.**

3. ☐ Yes ☒ No Have you or your organization gone through a bankruptcy, or are there any suits, judgments. tax deficiencies, or claims pending against your or your organization. **If yes, explain.**

4. ☐ Yes ☒ No Are there lawsuits, judgments, tax deficiencies, or claims pending against you or your organization? Are there judgments, tax deficiencies, or other debts owed to any state by you or your organization? **If yes, explain.**

5. ☐ Yes ☒ No Have any licenses/certificates held by the entity applying or its officers, directors, partners or key managers ever been denied, revoked, suspended or provisionally issued within the past five years? **If yes, explain.**

6. ☐ Yes ☒ No Have you or has your organization and/or any of its officers been the subject of criminal investigations or prosecutions? **If yes, were there any convictions?** ☐ Yes ☐ No **List the offense and the year of the conviction.**

7. ☐ Yes ☒ No Have you or has your organization terminated any contracts, had any contracts terminated, or been involved in contract lawsuits. **If, yes, explain.**

8. ☐ Yes ☒ No Do you, your staff, any of your relatives, or voting members of your Board of Directors maintain any ownerships, employments, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. §38-502) in any contract, sale, purchase or service involving the Department? **If yes, complete and submit a Disclosure of Substantial Interest Statement.**

9. ☐ Yes ☒ No Have you or any entity you have owned or managed been debarred from contracting.

10. ☒Yes ☐ No Does your organization have an internal budget development and approval process. **If yes, please explain.** (*If needed, attach a separate sheet.*)

Budgets are developed by Program, Fiscal and Administrative Staff. Process begins with budgets developed at the department level, then departments meet with the Gila County Management Team to review proposed budgets. Budgets are then loaded into the financial database and forwarded on for approval by the Gila County Finance Director and then on to be adopted by the Board of Supervisors.

11. ☒Yes ☐ No Does your organization track its ongoing financial status against the approved budget? **If yes, please explain.** (*If needed, attach a separate sheet.*)

Gila County tracks all ongoing financial transactions through its financial database called "New World". Budgets are monitored regularly as part of the monthly request for payment. Line item budgets are reviewed on a monthly basis, through the revenue and reports. Both GL and Project are reviewed and reconciled and tracked against approved budget.

12. ☒Yes ☐ No Have steps been taken to assure use of bilingual public contact employees to permit effective participation by clients unable to speak or understand English? **Please explain.**

We currently have two staff members who can interpret and speak Spanish. They will be asked to assist with any person who is unable to speak or understand English.

14. ☒Yes ☐ No Are services accessible to deaf and blind individuals? **Please explain.**
Gila County currently has a TTY system for communicating with deaf individuals.

16. List any other agencies, including DES, with which you or your organization has had written agreements, grants or contracts. Indicate services provided and years of service. (*If needed, attach a separate sheet.*)

Currently we have contracts with: Arizona Department of Housing for 15 + years; Arizona Department of Economic Security/Community Services for over 20 years; Arizona Community Action Association for over 20 years; Arizona Office of Energy Policy for over 20 years; Arizona Public Service Company for approximately 20 years; Salt River Project for at least 15 years.

17. Does your organization have the following manuals?

	YES	NO	DATE OF LAST REVISION
Program Policy & Procedures	☒	☐	Oct. 2012 & as needed
Personnel	☒	☐	2012 and ongoing
Accounting	☒	☐	2012 and ongoing

18. On a separate sheet provide a summary of the organization to include the mission statement, signification organizational changes **within the past 2 years**, and describe previous organizational experience that qualifies the organization to deliver the services proposed. (**One page, 12 font, single space**)

Our mission is to "improve the quality of life for all residents, one life at a time." We have had very few organizational changes within the past 2 years. In October 2010, Gila County Community Services Division had a minor reorganization under the Directorship of David Fletcher, which resulted in one layer of upper management being eliminated. Mr. Fletcher retired in November 2012. Malissa Buzan has been appointed Interim Director of the Community Services Division, and will continue in the position until a new director is hired.

Gila County has had various contracted services from Pinal Gila Council for Senior Citizens for over 15 years and have always provided the best quality program that we could. Our residents know that if they have special needs that they can call our office and receive help, whether it be in the form of direct services or advocacy and referral, we ensure they find the help that they are looking for.

ATTACHMENT TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Gila County Community Services Division
Name of Agency/Organization:

Michael A. Pastor, Chairman Gila County Board of Supervisors
Name and Title of Authorized Representative

Signature

Date

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County Community Services Division
Name of Agency/Organization

Michael A. Pastor, Chairman Gila County Board of Supervisors
Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

Management Letter

And

Auditor's Opinion

2011

Gila County has not received the 2012 Audit Report at this time.

Gila County

Annual Financial Report

Year Ended June 30, 2011

CliftonLarsonAllen

CliftonLarsonAllen LLP
www.cliftonlarsonallen.com

Independent Auditors' Report

The Auditor General of the State of Arizona

The Board of Supervisors of
Gila County, Arizona

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Gila County (the County), as of and for the year ended June 30, 2011, which collectively comprise the County's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the County's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Gila County, as of June 30, 2011, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As described in Note 1, the County implemented the provisions of the Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* for the year ended June 30, 2011, which represents a change in accounting principle. In addition, as described in Note 10, the County reclassified the Landfill Fund, previously reported in the General Fund, as a proprietary enterprise fund, which represents an additional change in accounting principle.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 14, 2012, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The management's discussion and analysis on pages 3 through 11, the Schedule of Agent Retirement Plans' Funding Progress on pages 51 and 52, and budgetary comparison information on pages 53 through 57, are not required parts of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquires of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Mesa, Arizona
March 14, 2012

Gila County
Management's Discussion and Analysis
June 30, 2011

As management of Gila County, we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2011. We encourage readers to consider the information presented here in conjunction with the financial statements.

Financial Highlights

- The assets of the County exceeded its liabilities at the close of the current fiscal year by $70,839,971 (net assets). Of this amount, $22,225,011 (unrestricted net assets) may be used to meet the government's ongoing obligations to citizens and creditors.

- As of the close of the current fiscal year, the County's governmental funds reported combined ending fund balances of $40,286,990, a decrease of $819,014 in comparison with the prior year's balance of $41,106,004 (as restated).

- At the end of the current fiscal year, unassigned fund balance for the general fund was $22,375,083 or 47% of total general fund expenditures.

- The County's total long-term liabilities decreased by a net of $131,966 during the current fiscal year in comparison with the prior year's balance of $11,924,376. The decrease was a result of regular scheduled principal and interest payments.

- The prior year financial statements were restated as a result of the implementation of GASB Statement Number 54. The restatement included moving Special Revenue Funds that did not have restricted, committed or assigned fund balances to the General Fund and moving the landfill from a governmental fund to an enterprise fund. See Note 10 in the notes to the financial statements for further disclosure related to the restatement.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. Required supplementary information is included in addition to the basic financial statements.

Government-wide financial statements are designed to provide readers with a broad overview of the County's finances in a manner similar to a private sector business.

The *statement of net assets* presents information on all of the County's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The *statement of activities* presents information showing how net assets changed during the fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows (full accrual accounting). Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). The statement of activities distinguishes functions of the County that are principally supported by taxes and intergovernmental revenues from other functions that are intended to recover all or part of their costs through user fees and charges.

The governmental activities of the County include general government; public safety; highways and streets; health; welfare; sanitation; culture and recreation; and education.

The government-wide financial statements not only include the County itself (known as the primary government), but also the legally separate Gila County Library District and Street Lighting Districts which function for all practical purposes as departments of the County, and therefore have been included as an integral part of the County. The business-type activities account for landfill operations.

The government-wide financial statements can be found on pages 13 through 14 of this report.

Fund financial statements are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate finance-related legal compliance. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds statements focus on near-term inflows and outflows of spendable resources as well as the balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financial position.

Because the focus of governmental funds statements is narrower than the government-wide statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances include a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*. The County maintains numerous individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for three funds that are considered to be major funds, General, Public Works, and Housing Funds. Data from the other governmental funds is combined into a single, aggregated presentation.

The basic governmental fund financial statements can be found on pages 15 through 18 of this report.

Proprietary Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses an enterprise fund to account for landfill operations. The proprietary fund financial statements can be found on pages 19 through 21 of this report.

Fiduciary Funds are used to account for resources held by the County for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own operations. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary funds financial statements can be found on pages 22 and 23 of this report.

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 24 through 49 of this report.

Required supplementary information presents budgetary comparison schedules for the general and major special revenue funds. This section also includes certain information concerning the County's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found on pages 51 through 57 of this report.

Government-wide Financial Analysis

Statement of Net Assets

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. At the close of the fiscal year, the County's assets exceeded liabilities by $70,839,971.

Condensed Statement of Net Assets
(in thousands)
June 30, 2011 and 2010

	Governmental Activities		Business-Type Activities		Total	
	2011	2010 (Restated)	2011	2010 (Restated)	2011	2010 (Restated)
Current and Other Assets	$ 45,622	$ 46,327	$ 5,886	$ 5,301	$ 51,508	$ 51,628
Capital Assets	31,166	25,830	3,975	4,029	35,141	29,859
Total Assets	76,788	72,157	9,861	9,330	86,649	81,487
Current Liabilities	3,954	3,995	63	55	4,017	4,050
Long-term Liabilities	9,003	9,296	2,789	2,628	11,792	11,924
Total Liabilities	12,957	13,291	2,852	2,683	15,809	15,974
Net Assets:						
Invested in Capital Assets, Net of Related Debt	24,776	23,058	3,918	4,029	28,694	27,087
Restricted	18,155	4,688	1,766	1,470	19,921	6,158
Unrestricted	20,900	31,120	1,325	1,148	22,225	32,268
Total Net Assets	$ 63,831	$ 58,866	$ 7,009	$ 6,647	$ 70,840	$ 65,513

The second largest portion of Gila County's net assets is unrestricted. Unrestricted net assets of $22,225,011 or 31% may be used to meet Gila County's ongoing obligations to citizens and creditors. The largest portion is $28,694,268 or 41% of the total net assets that reflects its investment in capital assets (e.g. land, buildings, equipment, vehicles and infrastructure); less accumulated depreciation and any related debt and used to acquire those assets that is still outstanding.

The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

At the end of the current fiscal year, the County is able to report positive balances in all three categories of net assets for the government as a whole.

Assets of the County increased by $5.3 million. The most significant increase was the result of the acquisition of capital assets in the amount of $7.6 million, net of $2.3 million in depreciation and loss on disposal of capital assets. Capital asset additions consisted largely of the use of prior year bond proceeds to fund various County building and street projects. The increase in capital assets is discussed later in this discussion and analysis.

The County had a net change in net assets of $5.0 million in the governmental activities. The decrease in the unrestricted net assets is largely due to the current year changes in revenues and expenses. A significant portion of the decrease was a reclassification of net assets from unrestricted to restricted based on restrictions placed on the net assets by parties outside the organization. The remaining changes in restricted and unrestricted net assets is discussed in the following section.

The 2010 statement of net assets and changes in net assets was restated to move the Landfill from a governmental fund to an enterprise fund, as described in Note 10 to the financial statements.

Statement of Activities

Already noted was the statement of activities purpose in presenting how the government's net assets changed during the current fiscal year. For the fiscal year, net assets increased by $5,326,489. The basis of accounting used in the government-wide statement of activities excludes capital expenditures while its revenues include taxes that are used, in part, for the construction of those assets. The following table presents the change in net assets.

Changes in Net Assets
(in thousands)
Years Ended June 30, 2011 and 2010

	Governmental Activities		Business-Type Activities		Total	
	2011	2010 (Restated)	2011	2010 (Restated)	2011	2010 (Restated)
Revenues						
Program Revenues						
Charges for Services	$ 4,800	$ 5,430	$ 1,572	$ 1,580	$ 6,372	$ 7,010
Grants and Contributions	22,535	21,998	-	-	22,535	21,998
General Revenues:						
Property Taxes	25,343	23,779	-	-	25,343	23,779
County Sales Tax	5,457	5,489	-	-	5,457	5,489
Share of State Sales Tax	4,378	4,196	-	-	4,378	4,196
Vehicle License Tax	1,559	1,579	-	-	1,559	1,579
Payments in Lieu of Taxes	3,226	3,267	-	-	3,226	3,267
Miscellaneous	1,708	1,031	71	48	1,779	1,079
Total Revenues	69,006	66,769	1,643	1,628	70,649	68,397
Expenses						
General Government	20,331	21,068	-	-	20,331	21,068
Public Safety	16,902	16,339	-	-	16,902	16,339
Highways and Streets	8,059	6,564	-	-	8,059	6,564
Health	2,556	2,609	-	-	2,556	2,609
Welfare	9,718	10,156	-	-	9,718	10,156
Sanitation	98	21	1,184	1,027	1,282	1,048
Culture and Recreation	1,443	1,343	-	-	1,443	1,343
Education	4,689	2,782	-	-	4,689	2,782
Interest on Long-term Debt	342	298	-	-	342	298
Total Expenses	64,138	61,180	1,184	1,027	65,322	62,207
Change in Net Assets Before Transfers	4,868	5,589	459	601	5,326	6,190
Transfers	97	-	(97)	-	-	-
Change In Net Assets	4,965	5,589	362	601	5,326	6,190
Net Assets, Beginning of the Year (As Restated)	58,866	53,277	6,647	6,046	65,513	59,323
Net assets, End of the Year	$ 63,831	$ 58,866	$ 7,009	$ 6,647	$ 70,840	$ 65,513

Revenues

Governmental activities revenues totaled $69,006,352 for fiscal year 2011 which was an increase of over 3% from the prior year. Grants and contributions and property taxes accounted for the most significant increases in revenue. The increase in grants and contributions was largely due to the recording of $1.9 million in grants from the U.S. Department of Agriculture that were paid to subrecipients, which was offset by decreases in various other federal funding, including a reduction in the workforce improvement grant ($475,000) and decreases in various state funding, including grants for the sheriff's office ($305,000) and state funded health care grants ($333,000). The increase in property taxes was due to increased property tax rates and an increase in the current year levy.

Charges for services, county sales tax, state sales tax, state vehicle license tax, payments in lieu of taxes, and miscellaneous revenues remained relatively stable as compared to the prior year.

Business-type activities' revenues did not change significantly over the prior year. A majority of the revenue generated by the business-type activities is done through contracts with other political subdivisions for use of the landfill.

Expenses

Governmental activities expenses totaled $64,139,319 for fiscal year 2011, which represents an increase of 4% over the prior year's total expenses. Increases were the result of increased salaries and related costs, as well as increased costs to run the departments. In addition, as a result of increased funding through grants, expenses increased in an amount equal to the revenues for reimbursable type grants.

The most significant changes in expenses were recorded in highways and streets, welfare, and education. Highways and streets increased $1.5 million largely due to a $1.4 million highway planning grant and approximately $100,000 from the department of agriculture grant for road improvements. These grants were combined and the roadway projects were completed and administered by the Arizona Department of Transportation. The roadway was on federal land and therefore was not capitalized by the County. Roadway projects included the Young Road Project, the Ice House Bridge and the Tonto Creek Bridge.

The decrease in the welfare expenses was due to a reduction in the workforce improvement grant of $475,000 and services provided.

The increase in the education expense was due to $1.9 million of forest fee revenues received by the County and recorded as an expense for distribution to school districts who are subrecipients of the grant.

Business-type activities' expenses slightly increased due to salary increases and salary related costs, as well as an increase in depreciation expense.

Financial Analysis of the Government's Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate finance-related legal compliance.

Governmental funds

The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the County's governmental funds reported combined ending fund balances of $40,286,990, a decrease of $819,014 in comparison with the prior year's balance of $41,106,004 (as restated).

The general fund is the chief operating fund of the County. At the end of the current fiscal year, fund balance of the general fund was $24,610,525, a decrease of 6% over the prior year's balance of $26,208,491 (as restated). The decrease was largely due to the use of prior year bond proceeds recorded in the General Fund for various County facilities. The County reported more than $5.8 million in capital expenditures related to these projects and other capital purchases. The $5.8 million in capital expenditures were offset by increased property tax revenues and other intergovernmental revenues. Expenditures of the General Fund increased over the prior year in most departments due to increased salary and related costs and increased costs in operations of the departments. A portion of the increase in expenditures was offset by grants recorded in the General Fund, causing a zero net effect on fund balance.

The public works fund reported an increase in fund balance of approximately $0.8 million. Overall, actual public works fund expenditures were under budget by $6,857,689. This increase was relatively equal to the prior year increase in public works, before transfers. The public works revenues and expenditures did not significantly change from the prior year. The carryover will be used for future street and roadway capital and maintenance projects.

The Housing Fund reported an increase in fund balance of $48,779. Generally, expenditures of the Housing Fund are funded 100 percent by grants and donations. The increase was due to unspent grant funds that will be carried forward to cover future costs.

Other Governmental Funds reported a decrease in fund balance of $105,193. The decrease was largely due to the use of carryover grant funds that do not operate on a reimbursable basis.

Proprietary Fund

The Landfill didn't have a significant change in fund net assets for the fiscal year 2011.

General Fund Budgetary Highlights

The general fund had budgeted expenditures before other financing sources and uses of $57,897,594. Overall, actual general fund expenditures were under budget by $10,778,768. The County had budgeted $9,600,000 for reserves and contingencies, none of which was spent during the current fiscal year, accounting for more than 89 percent of expenditures under budget. The Education department had budgeted expenditures of $402,148 while actual expenditures were over budget by $1,589,874 due to a change in recording federal grants passed through to subrecipients. Grants passed through to subrecipients were recognized as revenues and corresponding expenditure. The most significant grant affecting this line item was for the Secure Payments for State and Counties Containing Federal Lands Grant. This also accounted for much of the favorable variance in intergovernmental revenues, along with a favorable variance for auto lieu ($50,000), state shared sales tax ($177,000) and payments in lieu of taxes (federal grant-$25,000). Property taxes exceeded budget by $1,070,000 due collections of delinquent property taxes. The County had budgeted for property taxes according to the current year levy.

The significant County departments and other budgeted line items over budget are the Education–$1,589,874, County Attorney $292,570 and Probation-$222,588. The County will strive to improve its budgeting procedures and control in the future.

Capital Asset and Debt Administration

Capital Assets

The County's investment in capital assets for its governmental activities as of June 30, 2011, amounts to $31,165,650 (net of accumulated depreciation), a net increase of 20.7% from the prior year. Capital assets for the business-type activities as of June 30, 2011 amount to $3,975,371. This investment in capital assets includes land, construction in progress, buildings, machinery and equipment and infrastructure assets (roads, highways, bridges, etc).

Major capital asset activity during the fiscal year included:

Governmental Activities:

- $3.4 million in additions to construction in progress for the public works complex and administrative building improvements.
- $837,754 in additions to construction in progress for the Tonto Creek Bridge.
- $615,514 in additions to construction in progress for the woman's jail dormitory.
- $515,081 in additions to construction in progress for the cafeteria remodel.
- Completion of the disabled access improvements, including $227,694 in current year costs.
- $500,285 in the acquisition of twenty-two vehicles.

Business-type Activities:

- $75,525 lease-purchase of a caterpillar wheel loader.

The following table provides a breakdown of the County's capital assets as of June 30, 2011 and 2010.

Capital Assets at Year-End
(Net of Accumulated Depreciation)
(in thousands)
June 30, 2011 and 2010

	Governmental Activities		Business-Type Activities		Total	
	2011	2010 (Restated)	2011	2010 (Restated)	2011	2010 (Restated)
Land	$ 1,178	$ 1,100	$ 3,000	$ 3,000	$ 4,178	$ 4,100
Construction in Progress	8,682	3,635	-	-	8,682	3,635
Buildings	7,300	7,396	-	-	7,300	7,396
Improvements Other than Buildings	760	719	-	-	760	719
Machinery and Equipment	5,806	5,392	920	973	6,726	6,365
Infrastructure	7,440	7,588	55	56	7,495	7,644
Total Capital Assets, Net	$ 31,166	$ 25,830	$ 3,975	$ 4,029	$ 35,141	$ 29,859

Additional information on the County's capital assets can be found in Note 5 on pages 33 through 34 of this report.

Long-term Debt

At the end of the current fiscal year, the County had total bonded debt outstanding of $7,510,000 (excluding the premium on the bonds). This outstanding balance consists of series 2009 pledged revenue refunding obligations of $1,070,000 (bond premium of $31,324) to refund the outstanding 1999 series certificates of participation and series 2009 pledged revenue obligations of $6,440,000 (bond premium of $177,047) to finance construction costs for several County buildings. The County had long-term capital leases of $27,059 for machinery and computer equipment which were paid off during the current fiscal year.

Business-type long term liabilities consist of the landfill closure and post-closure care costs of $2,706,670 and an equipment lease in the amount of $57,380.

State statutes limit the amount of general obligation debt a county may issue to 6 percent of its total assessed valuation. The current debt limitation for the County is $36,567,597. Since the County has no general obligation debt, this amount equals the debt capacity. Additional information on long-term debt can be found in Note 7 on pages 35 through 38 of this report.

Economic Factors and Next Year's Budgets and Rates

The unemployment rate for Gila County was 10.9 percent at June 30, 2011 and has dropped to 10.0% in December 2011, which is a decrease from a rate of 11.1 percent a year ago. This compares unfavorably to the state's average unemployment rate of 9.5 to 9.6 percent. These economic factors were considered in preparing the County's budget for the fiscal year 2010-11. The unassigned ending fund balance in the general fund of $22,375,083 was appropriated for spending in the fiscal year 2011-12 budget.

Requests for Information

This financial report is designed to provide a greater overview of Gila County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed as follows:

Finance Director
Gila County
1400 Street
Globe, Arizona 85501-1483

State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if
1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.
See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

(●) New Request ( ) New Location (Additional Mail Code) ( ) Change (Select the type(s) of change from the following:

[X] Tax ID [ ] Legal Name [ ] Entity Type [ ] Minority Business Indicator
[ ] Main Address [ ] Remittance Address [ ] Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) ___ - ___ - ___ OR Federal Employer Identification Number (FEIN) 86 - 6000444

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County Courthouse

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

( ) Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I)
( ) Corporation NOT providing health care, medical or legal services (5A)
( ) Corporation providing health care, medical or legal services (5M)
( ) Partnership, LLP or Partnership organized as LLC or PLLC (5C)
( ) An international organization or any of its agencies/instrumentalities (5U)
( ) The US or any or its political subdivisions or instrumentalities (2G)
( ) State of Arizona employee (1E)
( ) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
( ) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
( ) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
(●) Other: Tax Reportable Entity (5P)
( ) Other: Tax Exempt Entity (5H)

STATE HRIS EIN ___

Description ___

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

( ) Small Business (01)
( ) Small Business- African American (23)
( ) Small Business- Asian (24)
( ) Small Business - Hispanic (25)
( ) Small Business- Native American (27)
( ) Small Business- Other Minority (05)
( ) Small, Woman Owned Business (06)
( ) Small, Woman Owned Business- African American (29)
( ) Small, Woman Owned Business- Asian (30)
( ) Small, Woman Owned Business- Hispanic (31)
( ) Small, Woman Owned Business- Native American (33)
( ) Small, Woman Owned Business- Other Minority (11)
( ) Woman Owned Business (03)
( ) Woman Owned Business- African American (17)
( ) Woman Owned Business- Asian (18)
( ) Woman Owned Business- Hispanic (19)
( ) Woman Owned Business- Native American (21)
( ) Woman Owned Business- Other Minority (08)
( ) Minority Owned Business- African American (04)
( ) Minority Owned Business- Asian (32)
( ) Minority Owned Business- Hispanic (74)
( ) Minority Owned Business- Native American (15)
( ) Minority Owned Business- Other Minority (02)
( ) Non-Profit, IRC §501(c) (88)
( ) Non-Small, Non-Minority or Non-Woman Owned Business (00)
( ) Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed

DBA\Branch\Location ___
Address 1400 East Ash Street
City Globe State AZ-ARIZONA Zip code 85501

Remittance Address Where payment is to be mailed

[ ] Same as Main

DBA\Branch\Location ___
Address 5515 South Apache Ave., Suite 200
City Globe State AZ-ARIZONA Zip code 85501

Vendor Contact Information

Name Malissa Buzan Title Interim Director
Phone # (928) 402-8693 Ext. ___ Fax (928) 425-9468 Email mbuzan@co.gila.az.us

Certification [ ] Exempt from backup withholding

Under Penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature Melissa Buzan **Title** Interim Director **Date** 2-25-13

STATE OF ARIZONA **AGENCY** USE ONLY - AGENCY AUTHORIZATION — **VENDOR** DO NOT WRITE BELOW THIS LINE

State HRIS EIN ___ Print Name ___ Signature ___
AGY ___ Title ___ Phone # ___ Email ___ Date ___

STATE OF ARIZONA **GAO** USE ONLY — **VENDOR & STATE AGENCY:** DO NOT WRITE BELOW THIS LINE

[ ] IRS TIN Matching [ ] Corporation Commission [ ] HRIS [ ] GAO-03 [ ] Other
Vendor Number ___ Processed by ___ Date Processed ___

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).

2. Vendor must type or legibly print all `Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

Specific instructions:

Type of Request
Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. If selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

Taxpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

Entity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

Entity Type
Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

Minority Business Indicator
Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:
http://www.azcommerce.com/BusAsst/SmallBiz/SBS/K1/Home.htm

Main Address-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Doing Business As (DBA)\Branch\Location
Optional. For the remittance address, enter a DBA, branch name or location, if applicable. Also enter any continuation of the Name or Business Name if needed.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

Main Address cont.-Required and **Remittance Address**-Optional Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Address
Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City
Required. Enter your city.

State
Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code
Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

Contact Information-Required

Name
Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title
Optional. If the form is completed on behalf of a business, please enter your title.

Phone#
Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT
Optional. Enter the contact's phone number extension, if applicable.

email
Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax
Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

Certification

Exempt from backup withholding
Optional. Check box if you are exempt from backup withholding (Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature
Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title
Required. Enter the title of the person who signed/certified the form.

Current Date
Required. This field will default to the current date if form is completed electronically.

Do not complete any remaining fields; they are reserved for use by the State of Arizona.

Additional Information
For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: **www.irs.gov.**

ITEMIZED SERVICE BUDGET

FOR CONTRACT SERVICE: Minor Home Repair
PROVIDER NAME: Gila County Division of Health and Community Services
Contract Period: 7/01/2013 to 6/30/2014

I. PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service	Service Cost
1	1	Housing Services Manager	$-0-	$ 0	-0-
1	1	Davis Bacon Clerk	$-0-	$0	-0-
1	1	Admin. Assistant	$-0-	$0	-0-
1	1	Housing Rehab Spec.	$-0-	$0	-0-
		TOTAL PERSONNEL COST:			**$-0-**

II. EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost
	TOTAL EMPLOYEE RELATED EXPENSES	**$-0-**

III. PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost
N/A		
	TOTAL PROFESSIONAL & OUTSIDE SERVICES	**-0-**

IV. TRAVEL

Item	Basis	Service Cost
	TOTAL TRAVEL:	**$-0-**

V. SPACE

Item	Basis	Service Cost
N/A		
	TOTAL SPACE EXPENSES	**-0-**

VI. EQUIPMENT

Item	Basis	Service Cost
N/A		
	TOTAL EQUIPMENT EXPENSES	**-0-**

VII. MATERIALS AND SUPPLIES

Item	Basis	Service Cost
General Office Supplies	$26.65/mo x 12 mo = $320..00	$ 320.00
Postage		
	TOTAL MATERIALS AND SUPPLIES:	**$ 320.00**

VIII. OPERATING SERVICES

Item	Basis	Service Cost
N/A		
	TOTAL OPERATING SERVICES	**-0-**

IX. INDIRECT COSTS

Item	Basis	Service Cost
	TOTAL INDIRECT COSTS	**$-0-**

X. DIRECT SERVICES

Item	Basis	Service Cost
Home Repair and Renovation	24 clients @ $250.00 each	$6,000.00
	TOTAL DIRECT SERVICES COSTS	**$6,000.00**

Fund Sources:

Pinal-Gila Council for Senior Citizens	$6,320.00

Prepared: 02-15-13

6. Non-Federal and Other Resources

Identify in the space provided the various Non-Federal and any other resources that will be reported as revenues for each service proposed.

SERVICE: Minor Home Repair			
Non Federal Resources (identify by resource name, such as United Way, fund raiser, County, City, etc.)			
Name	**Cash**	**In-Kind**	**Amount**
Utility Repair, Replacement & Deposit Assistance	x		22,000.00
Southwest Gas Corp	x		7,000.00
Arizona Public Service Co.	x		90,000.00
Other Resources (identify by resource name, such as FIMA, Title V etc.)			
Name	**Cash**	**In-Kind**	**Amount**

PINAL-GILA COUNCI FOR SENIOR CITIZENS

CONTRACT OPERATING BUDGET

Agency Name: Gila County Community Services Division	Contract Number:	FOR PERIOD From: July 1, 2013 To: June 30, 2014	Prepared by: Malissa Buzan	Date: Feb. 15, 2013

Services	Minor Home Repair							GRAND TOTAL
Totals	6,320	0	0	0	0	0	0	6,320
AREA AGENCY CEILING	6,320							6,320
TITLE V								0
U.S.D.A.								0
ALTCS								0
OTHER CEILING								0
OTHER CEILING								0
OTHER CEILING								0
REIMBURSEMENT CEILING	6,320	0	0	0	0	0	0	6,320
VOLUNTARY CONTRIBUTION								0
COST SHARE								
NON-FEDERAL INKIND								0
NON-FEDERAL CASH								0
OTHER NON-FEDERAL CASH								0
TITLE V								0
OTHER FEDERAL								0
Budget Categories	EXPENSES							
Personnel								0
ERE								0
Professional/Outside	6,000							6,000
Travel								0
Space								0
Equipment								0
Material/Supplies	320							320
Operating Svcs.								0
Allocated Indirect								
SUBTOTAL/Direct Svcs.								6,320
SUBTOTAL/Purchased Svs.	6,320	0	0	0	0	0	0	
SERVICE TOTAL	6,320	0	0	0	0	0	0	6,320
No. of Units Direct								
No. of Units Purchased	24							
Unit Rate/Direct	250.00							
Unit Rate/Purchased	263.3333333	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Unit Rate/Contract								

COST ALLOCATION PLAN
FY 2012-2013

Cost	**Allocation**
Minor Home Repair	24 clients assisted with $250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2012

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-955-8700
Arthur J. Gallagher & Co. Insurance Brokers
of California, Inc.
15 Enterprise, Ste 200

Aliso Viejo, CA 92656

CONTACT NAME:
PHONE (A/C, No, Ext): 480-845-6209 FAX (A/C, No): 602-244-2242
E-MAIL ADDRESS: rose_unruh@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arizona Counties Insurance Pool	
INSURER B: Arizona Counties Workers Comp Pool	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gila County
Attn: Birdie DeNero
1400 E. Ash Street

Globe, AZ 85501

COVERAGES **CERTIFICATE NUMBER:** 27768240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ACIP070112	07/01/12	07/01/13	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X Public Officials' E&O						PERSONAL & ADV INJURY	$
	X Misc Medical Mal E&O						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY PRO-JECT LOC						Errors & Omissions	$ 1,000,000
A	AUTOMOBILE LIABILITY			ACIP070112	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Comp Ded/Coll Ded:	$ 1,500/$1,500
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CRLAZWC070112	07/01/12	07/01/13	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is Additional Insured solely as respects General Liability coverage regarding contract #2006-0444 with Gila County.

CERTIFICATE HOLDER

Pinal/Gila Council for Senior Citizens

Attn: Ana Medina
8969 W. McCartney Road

Casa Grande, AZ 85194-7432
USA

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

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Current License

n/a

Gila County Community Action/Housing Services is a governmental agency operating under the Policies and Procedures of the Gila County Board of Supervisors

Inventory

n/a

Gila County Community Action/Housing Services does not purchase equipment with PGCSC Funding.

Attachments

Attachment A

GILA COUNTY INFLUENZA PANDEMIC RESPONSE PLAN
July 2007

SIGNATURE PAGE FOR DIRECTOR

The following plan has been read, reviewed, and adopted for Gila County by David Fletcher, Director of the Gila County Division of Health and Community Services.

_____

David Fletcher

_____

Date

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Introduction

World wide pandemics of influenza occur when a novel or new virus emerges to which the population has little immunity. During the previous century, there were three such pandemics, the most notable of which was the 1918 Spanish influenza which was responsible for 20 million deaths throughout the world. Public health experts are currently concerned about the risk of another pandemic, arising from the current epidemic of avian influenza that has been affecting domestic and wild birds in Asia and spreading rapidly to the other parts of the world. When such strains of avian influenza interact with the common strains of human influenza, a mutation may occur leading to a virus capable of human-to-human transmission and initiating a pandemic strain of influenza.

An influenza pandemic would cause a global spread of infection with outbreaks throughout the world. In Arizona, communities would be simultaneously impacted, leading to an overwhelming burden of sick people requiring hospitalization or outpatient medical care, shortages and delays in the availability of vaccines and antiviral drugs, and the disruption of state and local infrastructure including transportation, commerce, utilities, and public safety.

The Gila County Pandemic Influenza Response Plan is a pro-active measure designed to lessen the impact of a pandemic influenza virus on the residents of Gila County by providing a guide for the Gila County Division of Health and Community Services (GCDHCS) to work with local health care providers for detection and response to an influenza outbreak.

Situations and Assumptions

The following situations and assumptions have been considered in the drafting of this response plan:

- An influenza pandemic is inevitable and theoretically overdue.
- A novel influenza virus strain will likely emerge in a foreign country; however, a novel strain could first emerge in the United States, thus shortening response time to the point where the number of people who are being exposed and infected could increase drastically. Although there may be isolated pockets of relative protection, the pandemic would affect all geographic areas of the county.
- With the appearance of a novel strain, it is probable that all persons will require two doses of vaccine to attain maximum antibody response. However, when the pandemic occurs, needed vaccines and medications may exist in inadequate supplies and will need to be allocated on a priority basis.

- The federal government has assumed responsibility for devising a liability program for vaccine manufacturers and persons administering the vaccine (in case of large-scale adverse reactions, etc.). See Appendix C—Legal authority.
- According to Centers for Disease Control and Prevention (CDC) guidelines, the total vaccine supply will be under the control of the federal government, with Arizona receiving an allotment. Consequently, Gila County will receive a vaccine allocation based on the county's population.
- Gila County's variable population (such as part-time residents, seasonal workers, college students, tourists, and transients) may create a potential vaccination target population with numbers over that of the permanent resident population.
- Emergency response activities will require the significant interaction of agencies beyond health departments, including other county departments, municipalities, and the private sector.
- Response to the demand for health services may require non-standard approaches such as -
    - Discharge of all but critically ill hospital patients
    - Expansion of hospital 'surge capacity' by using all available space and beds considered to be less than 'code compliant' (like gurneys, cots, stretchers). See Appendix C—Legal Authority
    - Increase of patient-to-hospital staff ratio beyond standard levels
    - Recruitment of volunteers who can provide satisfactory custodial care for patients under the supervision of medical/behavioral healthcare workers
    - Relaxation of practitioner licensure requirements as deemed appropriate in a 'mass casualty-like' situation
    - Utilization of pre-identified sites as temporary health facilities
    - Innovative approaches to post-mortem care and services due to the estimated high death rate most likely to occur. This will affect mortuary agencies and forensic case loads.
- The federal government will be developing tools such as fact sheets, triage and treatment protocols, and guidelines for the distribution and use of antiviral agents. Until these are developed and available, the Arizona Department of Health Services (ADHS) has the responsibility to develop such guidelines for its citizens. These documents will then be made available to Gila County and may be further modified, if necessary, for local needs.
- Secondary bacterial infections following influenza illness may stress or overwhelm Gila County's local antibiotic supplies. If further antibiotics are needed, collaboration with ADHS will be key in obtaining more medication supplies.

Organization of the Plan

This plan is an Annex (Annex D) to the Gila County Division of Emergency Operations Plan. It correlates with the Gila County Department of Health and Community Services (GCDHCS) All Hazards Plan. The Response activities will be carried out in collaboration with the ADHS, Gila County Emergency Management (GCEM), and Gila County Sheriff's Office (GCSO).

National pandemic planning is divided into six phases, from early identification of a novel virus to resolution of the pandemic. These phases which are defined by Centers for Disease Control and Prevention (CDC) in collaboration with the World Health Organization (WHO) are:

Pandemic Phases	Public Health Goals
Inter-Pandemic Period	
Phase 1: No new influenza virus subtype detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infections or disease is considered low.	Strengthen Influenza pandemic preparedness at all levels.
Phase 2—No new influenza virus detected in humans. However, a circulating animal influenza virus subtype poses substantial risk of human disease.	Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs.
Alert Period	
Phase 3—Human infections are occurring with a new subtype, but no human-to-human spread, or at most rare instances of spread to a close contact.	Ensure rapid characterization of the new virus subtype and early detection, notification and response to additional cases.
Phase 4—Small clusters of human infection with limited human to human transmission but spread is highly localized suggesting that the virus is not well adapted to humans.	Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development.
Phase 5—Larger clusters of human infection but human-to human spread is localized suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (Substantial pandemic risk).	Maximize efforts to contain or delay spread to possibly avert a pandemic and to gain time to implement response measures.
Pandemic Period	

Phase 6—pandemic is declared. Increased and sustained transmission in the general population.	Minimize the impact of the pandemic

This plan, like the Arizona State Plan follows the same phase guidelines, prescribing necessary activities and identifying responsible parties by pandemic phase. Seven essential components of a pandemic response are defined in the CDC's Influenza Pandemic Guidance Document and include:

- **Surveillance and Epidemiology**
- **Health Care Response**
- **Vaccine and Antiviral Delivery**
- **Community Disease Control**
- **Assessing Travel Related Risk**
- **Public Information/Communications**
- **Workforce Support/Psychosocial**

Surveillance and Epidemiology

Pandemic influenza surveillance includes surveillance for influenza viruses (laboratory surveillance) and surveillance for influenza-associated illness and deaths (disease surveillance). The goals of laboratory surveillance for pandemic influenza are to:

- Rapidly detect the introduction and early cases of a pandemic influenza virus in the United States, and the specific introduction into Arizona.
- Track the virus' introduction into local areas

Monitor changes in the pandemic virus, including developments of antiviral resistance.

The goals of disease surveillance are to:

- Serve as an early warning system to detect increases in influenza-like illness (ILI) in the community.
- Monitor the pandemic's impact on health (e.g., by tracking outpatient visits, hospitalizations, and deaths.)
- Track trends in influenza disease activity and identify populations that are severely affected.

Surveillance data can help decision makers identify effective control strategies and re-evaluate recommended priority groups for vaccination and antiviral therapy.

Healthcare Response

Arizona Department of Health Services (ADHS), county and tribal health departments, hospitals, other healthcare facilities, healthcare providers, emergency responders, law enforcement and many others in the community should prepare and respond collaboratively if a local epidemic is to be detected and managed in a timely and effective manner. Planning is a key factor in preparation for Gila County's response to a pandemic. Lessons learned from past influenza pandemics demonstrate that planning must take into account staffing, hospital surge capacities, mass prophylaxis and/or vaccination and disposition of remains.

During a pandemic, there will be an increased burden affecting the entire healthcare system. Facilities must be able to respond to day-to-day emergencies and care of their patients.

Vaccine and Antiviral Delivery

The initial response to an influenza pandemic will include medical care, community containment and personal protective measures, and targeted use of antiviral drugs. Before a vaccine containing the circulating pandemic virus strain becomes available, pre-pandemic vaccine from stockpiles may be considered in designated priority groups. Once a vaccine against the circulating pandemic virus strain becomes available, its distribution and delivery will be a major focus of pandemic response efforts.

Community Disease Control

The initial response to the emergence of a novel influenza subtype that spreads between people will focus on containing the virus at its source, if feasible and preventing a pandemic. Once spread beyond the initial focus occurs and with the introduction of the virus into the United States, the foci of containment activities will be public health and individual measures that attempt to slow and limit viral transmission. Containment strategies aimed at controlling and slowing the spread of the virus might include measures that affect individuals (e.g. Isolation and/or quarantine of patients and monitoring their contacts) as well as measures that affect groups or entire communities (e.g., Cancellation of public gatherings, implementation of community wide "stay at home days").

Travel Risks

The 2003 pandemic of severe acute respiratory syndrome (SARS) demonstrated how quickly human respiratory viruses can spread, especially in the world of modern air travel. Disease spread will likely be even faster during an influenza pandemic because a typical influenza virus has a shorter average incubation period typically 2 days vs. 7-10 days for SARS. If an influenza pandemic begins outside the United States, public health authorities might screen inbound travelers from affected areas to decrease disease importation into the United States. If a pandemic begins in or spreads to the United States, health authorities might screen outbound passengers to decrease exportation of disease or implement domestic travel-related measures to slow disease spread within the United States. Furthermore, local travel may be limited.

Public Information

Strategic communications activities based on scientifically derived risk communications principles are an integral part of a comprehensive public health response before, during and after an influenza pandemic. Effective communication guides the public, the news media, health care providers, and other groups in responding appropriately to outbreak situations and complying with public health measures.

The goals of this component are to:

- Provide timely, accurate, consistent, and appropriate information about pandemic influenza public health interventions.
- Emphasize the rationale and importance of adherence to public health measures that some people may consider intrusive (e.g. quarantine).
- Help set realistic expectations of public health and health care systems.
- Promptly address rumors, inaccuracies, and misperceptions.
- Minimize stigmatization that may occur during a pandemic
- Adapt materials for special needs populations (e.g. non-English speaking populations, difficult-to-reach communities, and persons living in institutional settings) and disseminate appropriate information.
- Acknowledge the anxiety, distress, and grief that people experience during long-term, major public health events such as pandemics.

Workforce Support –Psychosocial

The response to an influenza pandemic will pose substantial physical, personal, social, and emotional challenges to health care providers, public health officials, other emergency responders and essential service workers. Critical stress levels may reach varying degrees of severity among health care providers and emergency responders through the duration of the response as well as the recovery phases of a pandemic. These critical stress levels may persist for more than a year. Experience with disaster relief efforts suggests that enhanced workforce support activities can help responders remain effective and proactive during emergencies.

Medical and public health responders and their families will be at personal risk for as long as the pandemic continues in their communities. Special planning is therefore needed to ensure that hospitals, public health agencies, first-responder organizations and employers of essential service workers are prepared to help employees maximize personal resilience and professional performance. An essential part of this planning effort involves the creation of alliances with governmental, community-based organizations, and nongovernmental organizations with expertise in and resources for psychosocial support services and training.

COORDINATED RESPONSIBILITIES FOR PREPAREDNESS AND RESPONSE

Federal Guidance and Direction

As the pandemic develops, the World Health Organization (WHO) will notify the Centers for Disease control and Prevention (CDC) and other national health agencies on the progress of the pandemic. CDC will communicate with ADHS and other state and territorial health departments about pandemic states, information about the virus, vaccine availability, recommendations for prioritizing vaccine and antiviral/antibiotics, national response coordination and other recommended strategies for pandemic detection, control and response. ADHS serves as the main conduit for communications with the CDC for all statewide parties.

Public Health Incident Management System

The ADHS incident management structure used in the Department is the "Public Health Incident Management System" (PHIMS), as described in the ADHS Emergency Response Plan for All Hazards. This structure is compliant with the National Incident Management System (NIMS) which is currently the system used by the GCDHCS. NIMS is in place but inactivated during normal day to day operations. In the event of an emergency or when activities become overwhelming, the Health Director will assign an Incident Commander within Gila County Health Services to coordinate the Department's activities and report to the command staff. The command staff and the Incident command work together to keep the Director well informed. For more information on NIMS see Appendix G.

Statewide Emergency Response

If the Governor declares a State of Emergency, the State's emergency management structure is put into place. According to the Pandemic Influenza Incident Annex of the State Emergency Response and Recovery Plan (SERRP), the ADHS is listed as the primary agency and will provide the Incident Command to oversee all of the statewide activities. The Arizona Department of Emergency Management (ADEM) will operate the State Emergency Operations Center (SEOC) and provide other logistical support. ADHS and ADEM will work together, in conjunction with local health departments, local emergency management, and other partners and stakeholders. The responsibilities of agencies will increase with each successive stage of the pandemic.

In addition to the SERRP, which is designed to provide support to the state's counties and cities, each state agency has written a Business Continuity Plan (BCP). The goal of the BCP is to assist each state agency to prepare for, mitigate, respond to, and recover from an emergency event capable of either causing significant injuries to employees, the public, disrupting normal business operations or damaging the environment. The highly infectious characteristics of an influenza pandemic represent an incident that could limit the available workforce and have a substantial effect on these services.

Businesses

Local businesses, in order to protect their businesses; viability, employees, clients and customers during a pandemic, should plan for a continuity of operations in the event that infrastructure and other services are disrupted. Disruption of services and supplies may be due to high absenteeism among employees and customers, or high absenteeism in outside partners and services.

Business plans should address how to continue to function due to a lack of utilities, supplies, deliveries and staff. Two important aspects to address include providing essential products to the public (food, water, utilities, medications, etc), and planning for the potential suspension of business services that involve public assembly (meetings, entertainment, restaurants, motels, etc).

Local businesses will play a key role in protecting the health and safety of their employees and customers by instituting protocols to limit the spread of disease in the workplace. ("No work while sick" and other infection control methods)

Arizona Department of Health Services

ADHS will assist in coordinating planning and preparedness efforts, surveillance activities and disease containment strategies at the state level, and across all 15 counties within the region.

Additionally ADHS is responsible for operating the State Lab, coordinating the receipt and distribution of pandemic information, distributing antiviral medications and vaccines from the Strategic National Stockpile (SNS) to county health departments and informing the public on the course of the pandemic and preventive measures that can be taken.

Centers of Disease Control and Prevention

The CDC is responsible for national and international disease surveillance communicating direction and information from the federal government to the state and local public health agencies, investigating pandemic outbreaks and overall monitoring the impact of a pandemic. The CDC acts as the national liaison to the WHO.

Town/Tribal Governments

Town/Tribal governments should have continuity of operation plans that consider the likelihood of a flu pandemic, to take steps to limit the spread of influenza within their jurisdictions, and to cooperate with the GCDHCS to provide resources for the pandemic flu response.

Community-based and Faith-based Organizations

Community-based and faith based organizations will be responsible for their own continuity of operations planning in the event of an influenza pandemic. However, these organizations play a key role in providing support services to individuals, neighborhoods, and their customer/client base during a pandemic. Many of these organizations may provide volunteers that may assist at shelters, vaccination clinics, hospitals, etc.

Emergency Management

Emergency Services Management will be responsible for implementing the Gila County Mass Fatality Plan.

County Government

The Gila County Government will have various important roles. The County will need to develop a continuity of government operations plan which will ensure the continuous running of government offices, as well as protect the health and safety of its employees and customers, as well as minimize disruption for its delivery of services.
Gila County government also plays a leadership role in the pandemic as one of the lead players in the Emergency Operations Center (EOC).

In addition, Gila County will become involved in working with Arizona State government officials, and assisting the Health Department's Chief Health Officer in establishing procedures to ensure the general health of the public. County government agencies develop plans that address roads, travel, social services, jail services, etc. It is the responsibility of the County to take steps necessary to limit the spread of flu within its workplace (e.g., "no work when sick", personal hygiene practices), and to work with the Health Department to provide resources for the pandemic flu response.

County employees may be called upon to serve as disaster service workers during the pandemic, at the discretion of the Board of Supervisors (BOS).

Emergency Medical Services (EMS/ Pre-Hospital Responders)

EMS will be responsible for prioritizing and providing patient transport, planning for surge capacity needs due to increased demand for service, which could be combined with increased employee absenteeism, and preparing responders for effective infection control. EMS agencies need to plan for continuity of operations, train personnel in proper personal protective equipment (PPE) and other disease and infection control measures. Because a majority of the ambulance services are part of the fire departments it is expected patient transports will overwhelm the ability to effectively transport patients to a medical facility.

Environmental Health

Environmental Health will need to support the delivery of risk communication messages, especially with regards to food establishments and other food service organizations.

Fire Service

As first responders, Fire Departments will need to plan for increases in employee absenteeism due to the pandemic flu, as well as prepare for an increase in services. Fire Departments will need to plan for and train personnel in PPE and other disease and infection control measures. Like other agencies, fire departments will need to plan for continuity of operations, as well as to take the initiative to stake steps to limit the spread of flu within their jurisdictions, and to cooperate with the Gila County Health Department to provide resources for the pandemic flu response.

Individual residents

Individuals and families, in order to protect themselves and limit the spread of the disease, will need to take responsibility for keeping informed about the risk for pandemic flu and will need to take common-sense actions such as practicing good hygiene and preparing their own pandemic flu emergency kits (see CDC web site for more information). Individuals and families should become familiar with isolation, quarantine and social distancing measures that may be

required during a pandemic. Each household should make contingency plans for scenarios such as closure of daycare and school facilities.

County Attorney/Court System

The Gila County Attorney is responsible, in coordination with the Health Officer, for developing and refining Public Health orders for a Declaration of Emergency, Health Officer Orders and other related disease containment orders.

The Court System ensures that citizens are afforded their due process as they are asked to comply with such orders.

The County Attorney's Office and the Court system may assist in reviewing and resolving any legal issues that arise related to workplace, occupational health and labor relations.

Law Enforcement

The main responsibilities of law enforcement will be to provide security and assist in the enforcement of the Health Officer's orders as necessary. Security issues will be likely at hospitals, other influenza care centers, public health clinics, GCDHCS, closures of any venues, etc.

Law Enforcement will need to plan for and train their personnel in PPE and other disease and infection control measures. Law Enforcement agencies should have a continuity of business plan that considers the likelihood of a flu pandemic, take steps within their workplaces to limit the spread of flu, participate in the pandemic flu task force, and to cooperate with the GCDHCS.

Local Healthcare System Partners (Hospitals, Clinics, Providers)

Healthcare partners will be instrumental in detecting influenza, limiting the spread of disease and providing treatment to affected individuals.

Local healthcare partners should:

1. Develop a pandemic flu plan that details surge capacity addressing staffing, bed capacity, and stockpiling of food, water, fuel and patient care equipment and supplies.
2. In the event of a pandemic, conduct enhanced surveillance among patients, staff and visitors.

3. Comply with public health requests for detecting, preventing and reporting cases of pandemic flu.
4. Implement appropriate infection control measures.
5. Develop and provide education and training to healthcare staff on recommended aspects of pandemic influenza.
6. Comply with admission and triage guidelines as provided by the CDC or local hospitals.
7. Comply with Occupational Health Guidelines provided by the CDC for healthcare staff.
8. Cooperate with the Gila County Division of health and Community Services by providing estimates of quantities of vaccine for healthcare staff and patients. Develop a vaccination plan for your facility.
9. Plan for additional security for your facility
10. Develop a mass fatality plan in conjunction with the Gila County Mass Fatality Plan.
11. Participate in the on-going Gila County Pandemic Flu Task Force.
    Specific responsibilities of the Pandemic Flu Task Force include:
    a. Identity and prioritize response issues affecting the county-wide health system during a pandemic
    b. Develop mechanisms to efficiently share information and resources between health system partners.
    c. Identify and communicate policy level recommendations regarding the operations of the local health system to the Local Health Officer.

Mental Health

Mental health professionals have a key role in planning for psychosocial services for responders and the community at large. During a pandemic, mental health professionals will likely experience high levels of service demand, coupled with high employee absenteeism. This will require planning for maintaining essential workers and increasing staffing capacity as necessary. (See Special Populations pg. 18)

News Media

The news media may have a primary role in providing public education during the alert period, as well as timely and accurate public information throughout the pandemic period. Gila County currently has 6 local radio stations (3 FM in Globe and 2 FM and 1 AM in Payson) and 5 weekly newspapers. All public information will be directed and or cleared through the Gila County designated PIO.

Gila County Division of Health and Community Services

The Gila County Division of Health and Community Services has a lead role in mobilizing partners in the county to prepare for and respond to pandemic influenza.

The GCDHCS is responsible for:

1. Facilitating countywide pandemic planning and preparedness efforts.
2. Coordinating the county's emergency public health response.
3. Educating the public and health care providers, response partners, businesses, and community –based organizations and elected leaders about influenza and preventive measures.
4. Conducting county-wide surveillance to track the spread of the disease and its impact on the community.
5. Proposing a declaration of a Health Emergency when appropriate.
6. Implement disease containment strategies and authorities as required or requested from CDC and/or ADHS.
7. Working with the healthcare providers in planning efforts for medical surge capacity, including mass casualty and mass fatality planning.
8. Directing mass vaccination efforts. Plan for antiviral dispensing.
9. Providing effective communications to the public, the media, elected officials, health care providers, first responders, as well as business and community leaders throughout the public health emergency.
10. Monitoring and report on the state of readiness of critical partners.

Schools

All school districts will need to be given direction to take steps to limit the spread of flu within the school (no work while sick, etc) with regards to both employees and students. Schools will need to emphasize personal hygiene such as covering your cough and hand washing. Schools should have contingency plans should schools close as part of social distancing strategies. It is possible that schools may be closed for several months.

Special Populations

Preparing for pandemic influenza requires specific attention to special populations to ensure effective outreach and education. The definition of special populations extends beyond the notion of preparing to meet the culturally and linguistically diverse populations in Gila County, and Arizona as a whole. The GCDHCS and its partner agencies have a common practice to

provide multilingual and culturally competent services. Such practices will be integrated into pandemic influenza preparedness and response efforts. This refers to:

1. Members of our community with little or no ability to successfully address implement or be fully responsible for their own emergency preparedness, response and recovery.
2. People whose life circumstances leave them unable or unwilling to follow emergency instructions, as well as anyone unable or unwilling to fully access use of traditional disaster preparedness and response services.

Several categories of special populations have been proposed and are defined below. Although these categories provide a basis for planning, it should not be assumed that every person within the broad categories will require an adapted response.

1. Physically disabled. Ranges from minor disabilities causing restriction of some motions of activities to totally disabled, requiring full-time attendant care for feeding, toileting, medications and personal care.
2. Mentally disabled. Ranges from minor disabilities where independence and ability to function in most circumstances is retained, to no ability to safely survive independently. This would include people whose mental illness makes them a danger to themselves or others.
3. Visually impaired. Includes the range of visual challenges and impairments-low vision, night blindness, color blindness, depth perception challenges, situational loss of site, etc.
4. Hearing impaired. Includes late-deafened, hearing impaired, hard of hearing and the range of hearing challenges and impairments such as situational loss of hearing, limited range hearing, etc.
5. Medically dependent/fragile. Includes people dependent on life sustaining medications, such as with HIV/AIDS, diabetes, or dependent on medications to control conditions and maintain quality of life, such as pain or seizure control medications, etc.
6. Medically compromised. Includes people with multiple chemical sensitivities or weakened immune systems, and those who cannot be in or use public accommodations for a variety of reasons.
7. Seniors: Includes frail elderly, aged, elder citizens, older persons and the range of people whose needs are often determined by their age and age related considerations.
8. Clients of the criminal justice system. Includes inmates, parolees, people under house arrest, registered sex offenders, etc.
9. Limited or Non-English speaking. Includes monolingual individuals as well as those with limited ability to speak, read, write or fully understand English. The main Non-English language spoken in Gila County is Spanish. There are a small number of Native Americans who speak their native language.

10. Homeless or shelter-dependent. Includes those marginally or temporarily housed or in shelters.
11. Culturally isolated. Includes people with little or no interaction or involvement outside their immediate community. Could include religious, ethnic, sexual orientation, etc.
12. Chemically dependent. Includes substance abusers and others who would experience withdrawal, sickness or other symptoms due to lack of access, such as methamphetamine users.
13. Children. Includes babies, infants, unattended minors, runaways and latchkey kids.
14. Economically disadvantaged. Includes extremely low-income, without resources, without political voice, limited access to services and limited ability to address their own needs.
15. Geographically isolated. No access to services or information, limited access to escape routes, limited knowledge of the county.
16. Persons distrusting authority. Includes people without documentation, political dissidents, and others who will not avail themselves of government.
17. Animal owners. Includes owners of pets, companion animals or livestock, especially those who will make life and death decisions based on animals, such as refusing to evacuate or go to a shelter if it means separating from an animal.
18. Emergent special needs. Includes those developing a special need because of the disaster, such as spontaneous anxiety/stress disorders, or recurrence of a dormant health condition.
19. Transient special needs. Includes people temporarily classified as special needs, due to a temporary condition or status, such as migrant workers and seasonal visitors.

Tiered Response Levels

Inter-Pandemic – Phase 1-2

Definition phase 1: *No new influenza virus sub-type detected in humans. An influenza subtype that has caused human infection may be present in animals. If present in animals, the risk of human infections or disease is considered low.*
Public Health Goals: *Strengthen Influenza pandemic preparedness at all levels*

Definition phase 2: *No new influenza virus detected in humans. However, a circulating animal influenza virus sub-type poses substantial risk of human disease.*
Public Health Goals: *Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs.*

Surveillance and Epidemiology

- Reporting of influenza-like illness (ILI) at sentinel care facilities.
- Sentinel Sites for Gila County are established at Payson Regional Medical Center (PRMC), Cobre Valley Community Hospital (CVCH), and at San Carlos Indian Health Services (I.H.S.).
- Gila County will report to U.S. Influenza Sentinel Provider Surveillance System via Internet, telephone, fax or through ADHS.
- I.H.S. may report directly to ADHS.
- Weekly reports of statewide influenza activity are submitted to ADHS.
- Respiratory Specimens submitted to the state laboratory are tested and isolates are sometimes sub-typed; a sample of reference isolates is also sent by clinical laboratories for sub-typing.
- Laboratories submit reports of all positive influenza tests to ADHS. Data are monitored and analyzed by ADHS.
- Specimen collection and submission kits are available to providers through the Gila County Laboratory. Providers may send selected specimens for testing at no charge for shipping. Gila County supplies kits via the state.
- Develop a protocol for investigating institutional outbreaks; work with ADHS to design and implement the protocol. Investigations will include basic

epidemiology of outbreak, vaccine history of cases and staff, and specimen collection.

- Continue and maintain regular internal communications between ADHS and Immunization/nursing regarding epidemiological and virological surveillance.

Health Care Response

- Build close relationships with the hospital administrators to ensure closer coordination and in conjunction with ADHS for monitoring.
- GCDHCS EOP is in place but not activated during normal day-to-day operations. Appoint scribe/historian and finance/administration personnel and begin training.
- Maintain current NIMS compliance training.
- Encourage hospitals, nursing homes, pharmacies, urgent care, and physicians to develop contingency plans.

Vaccine and Antiviral Delivery

- GCDHCS administers their own vaccines
- GCDHCS participates in the Vaccines for Children Program (VFC). VFC vaccine is regulated through ADHS.
- Vaccine manufacturers/distributors ship vaccine directly to GCDHCS.
- Private sector accounts for a majority of the adult delivered vaccine. In times of vaccine shortage, GCDHCS will query county physicians on vaccine supply and type.
- Obtain latest ADHS recommendations for priority groups for vaccine allocation and modify as necessary based on current surveillance data and vaccine availability projections.

Community Disease Control

- Identify and engage traditional partners (e.g. health care workers) and non traditional community partners (e.g. transportation workers) in preparedness planning and in pandemic influenza containment exercises.
- Infection control practitioners, infectious disease doctors, medical examiners or other relevant groups may be requested by Gila County Epidemiologist to

provide reports of activity level or unusual events as warranted by the influenza season.

- Schools, long term care facilities, or other institutions are encouraged to report influenza or ILI outbreaks to GCDHCS.

Assessing Travel Related Risk

- Ensure readiness to implement travel-related disease containment measures.
- Engage appropriate community partners and develop and exercise appropriate plans.

Public Information

- PIO will develop press releases and handle influenza-related media inquiries.
- Health Alert Network (HAN) will receive information from the office of Infectious Disease Services electronically and via telephone.
- Develop and maintain up-to-date communications contacts.
- Assure testing of communication systems.
- Participate in tabletop exercises and other collaborative preparedness to assess readiness.
- Maintain internal communication between Epidemiologist, nursing/immunization, and emergency management.
- Monitor information from ADHS /CDC communication offices to determine national response and recommended messages regarding vaccine supply, antiviral use, low tech prevention methods, and maintenance of essential services.
- Maintain communication of information to Health officer, BOS, County Manager, County Attorney, Emergency Management, GCSO, Tribal liaisons, local hospitals, physicians and other stakeholders as deemed necessary.
- Implement or obtain from CDC or ADHS, a satellite broadcast script for training/ refresher on vaccine administration techniques for persons who do not normally administer vaccines but will be enlisted to do so in a pandemic.
- Maintain internal communications between division offices, County Manager, County Departments, BOS, and key partners.

Workforce Support

- Develop internal staff through regular training sessions to include topics such as staff training, NIMS compliance, stress management, and the ACDONA plan.

Pandemic Alert – Phase 3

Definition phase 3: *Human infections are occurring with a new sub-type, but no human-to-human spread, or at most rare instances of spread to a close contact.*

Public Health Goals: *Ensure rapid characterization of the new virus sub-type and early detection, notification and response to additional cases.*
All activities from Inter-pandemic period will continue and the following activities will be implemented:

Surveillance and epidemiology

- If outside of influenza surveillance season notify ILI surveillance sites to be prepared to send reports.
- Investigate initial reports of potential human influenza infections due to a novel influenza strain in respective jurisdiction utilizing local rapid response teams (RRT). These response activities include completing investigations and forms, obtaining specimens for testing, and monitoring close contacts for ILI.
- Monitor surveillance reports from CDC, WHO, ADHS, and be prepared to enact recommendations from ADHS.
- Request that providers enhance surveillance for specific epidemiological factors (e.g. travel to affected areas) among persons with influenza or ILI
- Encourage timely and comprehensive reporting of ILI from sentinel sites.

Health Care Response

- Upon activation of ADHS PHIMS, GCDHCS will recommend activating HD EOP and appoint incident commander.
- Depending on geographic area affected GCDHCS and GCEM will begin to assign key personnel roles in the NIMS and EOC
- Notify partners, involve communications to identify barriers and develop possible solutions.

Vaccine and Antiviral Delivery

- Continue to develop and implement plans, systems and capacities to receive, distribute, and administer vaccine to population of jurisdiction.
- Continue to identify and train public health volunteer workforce to staff and administer mass vaccination clinics.
- Review SNS protocol, conduct necessary activities as prescribed by protocol.

Community Disease control

- Educate county attorney, County Manager, GCSO, and BOS on rights and regulations of quarantine and isolation.
- Educate GCDHCS staff on rights and regulations in regards to quarantine and isolation.

Assessing Travel Related Risk

- Provide public health information to travelers who visit areas where avian or animal influenza strains that can infect humans (e.g. avian influenza A H5N1) or human strains with pandemic potential.

Public Information

- In addition to distributing information to media, write press releases in pdf format and send to web administrator attached to service ticket.
- Determine scope of bilingual assistance needed and secure translator for writing messages, public speaking and translating for the hearing impaired.

Workforce Support

- Continue to develop internal staff through table top exercises and developing policies and procedures.
- Strive to provide the best service possible within the scope and limitations of the current situation.

Pandemic Alert – Phase 4

Definition phase 4: *Small clusters of human infections with limited human to human transmission but spread is highly localized suggesting that the virus is not well adapted to humans.*

Public Health Goals: *Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development.*

All activities from Inter-pandemic period and phase 3 will continue and the following activities will be implemented:

Surveillance and Epidemiology

- Request that sentinel providers activate ILI surveillance system, if not already operating.
- Request that surveillance partners increase specimen collection. ADHS will alert state laboratory to expect an increased number of specimens.
- Enhance surveillance, including obtaining demographic data on clusters, travelers, or unusual cases.
- Obtain ADHS/CDC guidelines/statements and distribute to partners.
- Encourage influenza laboratory testing for persons with compatible clinical syndromes at emergency departments or among hospitalized cases
- Investigate any influenza outbreaks and increases in ILI utilizing enhanced infection control procedures.
- Institute active surveillance (e.g. school absenteeism, number of patients on ventilators; number of deaths due to respiratory illness; contacting hospitals, emergency departments, clinics, and labs that test for influenza.)
- Disseminate surveillance data to local providers, hospitals, and tribal heath departments.

Health Care Response

- Educate all first responders in the importance of using personal protective equipment.
- Educate community in regards to influenza protection.
- Medical community education—sponsor informational meetings

- Enlist hospitals to distribute information to providers.
- Identify at risk and home bound populations

Vaccine and Antiviral Delivery

- GCDHCS maintains close contact with CDC and FDA for information on plans for vaccine manufacture.
- Prepare to implement plan for storing and delivering vaccine as it becomes available to GCDHCS and ADHS.
- Review elements of plan for vaccine delivery with partners and stakeholders. Monitor vaccination supplies with tribal agencies.
- Ensure that human resources, equipments, and plans for mass immunization clinics are in place. See ACDONA plan
- Meet with pharmacists and physicians to discuss potential need to increase antiviral and antimicrobial supplies; also discuss how to increase role of pharmacists and other approved personnel in vaccine delivery.
- The PIO working with the Division health director or designee, depending on volume and nature of the calls, will decide how to work with the media. The department will identify an English speaking, Apache-speaking, and Spanish-speaking spokesperson for communication with the press.
- Distribute fact sheets detailing response to questions from the media and the public. Assess need for press release to disseminate information.
- Alert community based organizations through media of impending pandemic and educate on steps to slow the spread of disease.
- If available, consider first responders as a priority group for vaccination.
    - First responders may include: fire department personnel, law enforcement personnel, funeral director/morticians, emergency room personnel, medical examiner.
    - Phase 2—First Responders may include: Public health workers, clinicians/physicians, critical infrastructure support personnel.
- Consider administration of pneumococcal vaccine as per guidelines.

Community Disease Control

- Request BOS to issue request to GCSO for special security law enforcement duties.

- Review quarantine and educate law enforcement on quarantine issues.

Assessing Travel Related Risk

- Continue to provide public health information to travelers who visit areas where avian or animal influenza strains that can infect humans (e.g. avian influenza A H5N1) or human strains with pandemic potential have been reported.
- Evaluate and determine appropriate disposition of arriving ill travelers who might be infected with avian or animal influenza strains or human strains with pandemic potential.

Public Information

- Continue to disseminate messages and materials to increase the knowledge and understanding of the public, health care professionals, policy makers, media, and others about unique aspects of pandemic influenza that distinguish it from seasonal influenza and generally what to expect during different phases of an influenza pandemic.
- Address rumors and false reports regarding pandemic influenza threats.
- If EOC is activated, reassign current PIO and assign new PIO.
- Disseminate bilingual information as appropriate and available.

Workforce Support

- Create an internal Family Support Plan. Examine the possibilities of alternative works schedules.

Pandemic Alert – Phase 5

Definition: *Large cluster(s) but human-to human spread is still localized, suggesting the virus is becoming increasingly better adapted to humans but may not be fully transmissible (substantial pandemic risk).*

Public Health Goals: *Maximize efforts to contain or delay spread to possibly avert a pandemic and to gain time to implement response measures.*

All activities from Inter-pandemic period and stage 3 will continue and the following activities will be implemented:

Surveillance and Epidemiology

Surveillance operations listed above will continue but will be coordinated under the surveillance Group in the ADHS PHIMS structure as PHIMS will be activated.

- Continue to collect and analyze information while developing steps to contain an outbreak.

Health Care Response

- Remind Clinicians and hospitals to have strategies for dealing with the "worried well."
- Use opportunity to educate "worried well" about flu prevention.

Vaccine and Antiviral Delivery

- Continue to stay engaged with pharmacists and physicians concerning vaccine availability and administration.
- If vaccine delivery date is predicted by CDC/ADHS, GCDHCS will internally provide expected date and review distribution plan when new information is available.
- Purchase vaccines and/or antiviral agents as they become available if not provided by the federal government. Get approval from BOS.
- If vaccine is available, fully activate the immunization/vaccination program. See ACDONA manual.

- Monitor vaccine side effects of adverse effects of vaccine. Complete surveillance of reactions and follow ups on patients with adverse reactions.
- Regularly monitor inventory data on antiviral and antimicrobial supplies from local pharmacists.
- Review with nursing staff issues regarding vaccine safety and storage using the ADHS 24-hour information line, department website and possibly the internal ADHS call center.
- Obtain standing order for medication prescriptions

Community Disease Control

- Alert need for security at immunization sites
- Activate GCDHCS EOP and request activation of county EOC
- Review Mass Fatality plan and enhance capacity for disposition of dead bodies.

Assessing Travel Related Risk

- Continue to provide public health information to travelers who visit countries where influenza strains infect humans or human strains with pandemic potential have been reported.
- Evaluate and manage arriving ill travelers who might be infected with avian or animal influenza strains or human strains with pandemic potential.

Public Information

- Continue to disseminate messages and materials to increase the knowledge and understanding of the public, health care professionals, policy makers, media, and others about unique aspects of pandemic influenza that distinguish it from seasonal influenza and generally what to expect during different phases of an influenza pandemic.
- Notify the Health Director, County Manager, BOS, Emergency Management, County Attorney, and Sheriff of Pandemic Phase 5.
- Consider establishing a Joint Information Center (JIC) to act as a focal point of communication. Request for JIC should be made to Emergency Management
- Continue information flow to other stakeholders via our updated information line, press releases, fact sheets, and other correspondence.
- Update documents, fact sheets, website and information line with current surveillance information. Ensure all information is translated into Spanish in a timely manner.

- If requested by EM, provide press briefings and issue press releases as outlined in Pandemic Alert Stage. Communications group will work with epidemiology and nursing staff to develop talking points for primary spokesperson.
- Ensure necessary technical communications are in place to support current phase and be prepared to support phase 6.
- Step up education campaign for influenza including the following:
  - Sign/symptoms of influenza
  - importance of hand-washing
  - Avoiding infection, quarantine, checking on family members/neighbors living alone
  - Vaccination clinic locations

Workforce Support

- Implement alternative work schedules as needed.

Pandemic Period – Phase 6

Definition of phase 6: *Pandemic is declared. There is increased and sustained transmission in the general population.*

Public Health Goals: *Minimize the impact of the pandemic*

All activities from Inter-pandemic period and previous stages will continue and the following activities will be implemented:

Surveillance and Epidemiology

- Surveillance systems will likely be overwhelmed. Surveillance activities described above will continue to the extent possible while diverting personnel to the highest priority activities.
- Continue to monitor data received and use data to establish or reassess vaccine priority groups
- Continue to monitor CDC and WHO reports for guidance and surveillance information.
- Divert any quarantine personnel to higher priority activities.
- Reporting of ILI at sentinel health care facilities.
- Testing of respiratory specimens submitted to the state laboratory for influenza testing and strain sub-typing of isolates. Arrange for transportation if appropriate.
- Informal calls made to hospitals throughout the county.
- Submission of county information of ILI activity to ADHS/CDC
- Active Surveillance of influenza or ILI outbreaks by schools, long term care facilities, or other institutions.

Health Care Response

- Request additional health care workers from the community and other institutions to help with ill patients and work with GCDHCS.
- Perform man power analysis with potential reduction of essential services.

Vaccine and Antiviral Delivery

- Vaccine may or may not be available for a sizable proportion of the State's population.
- Respond to individuals with adverse reactions to vaccine. See VAERS manual.

- Modify recommendations on priority groups for receiving the vaccine and anti-virals if available to reflect vaccine availability.
- Distribute vaccine and/or antiviral agents as they become available. Use current GCDHCS vaccine management system.
- Continue immunization efforts in lower risk groups as vaccine becomes available.
- Assess antiviral/antibiotic/vaccine needs, conduct necessary activities as prescribed in SNS protocol. See SNS plan.
    - Have refrigerated repository up and running
    - Security for repository
    - Transport of Vaccines (cold chain) and security
    - Clinic site cold storage and security
- Conduct necessary activities as prescribed in SNS protocol.
- Update recommendations and plans for allocation of antiviral and antimicrobial supplies.
- Evaluate pros and cons of continuing all vaccines including seasonal flu shots.
- Ensure updated and appropriate standing orders for vaccine and anti-viral distribution

Community Disease Control

- Provide assessment to EM, Health Department Director, BOS, County Manager, County Attorney, Sheriff, and other stakeholders.
- Request closure of public assembly as appropriate.

Assessing Travel Related Risk

- Make travel restriction recommendations based on current outbreaks.

Public Information

- Continue information flow to tribal health departments and other stakeholders.
- Update documents, fact sheets, Gila County website, Arizona 2-1-1 online, Department Information line with current surveillance information. Ensure all appropriate information is translated into Spanish and Apache in a timely manner.
- Provide press briefings and issue press releases as previously outlined.
- Continue health education campaign to keep ill persons at home, providing translations into Spanish. Engage Apache speakers in information dissemination.
- Disseminate written briefings to media of state and local efforts.

- All communications equipment operational.
- Response from "worried well" could be overwhelming. Continue education efforts to help ease the fears and concerns of the "worried well."
- Via Emergency Management establish a JIC to act as a focal point of communication.

Workforce Support

- GCHD EOP is in full operation
  - All vacations/leaves are cancelled
  - ICS roles manned by personnel from whole Division of Health and Community Services.
  - Volunteer manager scheduling personnel for various clinic sites.

Post Pandemic Period

Definition: *Confirmation that the pandemic has ended. Recovery efforts begin.*

Surveillance

- Surveillance will return to inter-pandemic activities to the extent possible.

Health Care Response

- GCDHCS will have an after action meeting with stakeholders to discuss individual response plans and learn from mistakes made,
- Once influenza pandemic has been declared over, staff will participate in after action reviews as necessary.
- Incident Manager will conduct the after action review and produce the report so that lessons learned and potential weakness in response may be identified.
- Step-down from Plan – This plan remains in effect until the Health Director determines it is time to step down (i.e. de-activate EOP)
- Mental health debriefing of the staff

Vaccine and Antiviral Delivery

- Analyze information collected during pandemic.
- Input patient data.
- Restock supplies
- Recoup funds and other resources.
- Activities will return to inter-pandemic activities to the extent possible.

Community Disease Control

- Go back to activities in phases 1 & 2
- Reverse any possible restrictions that were in place during pandemic.

Assessing Travel Related Risk

- Reverse any travel restrictions that are in place.

Public Information

- Communicate to the media and public that the pandemic is over
- Communicate to mental health support the importance of debriefing all volunteer workers.

Workforce Support

Clean Up Efforts

- Hire personnel for data entry and other necessary positions
- Take inventory and restock
- Reproduce Supplies
- Return of equipment
- Perform cost analysis for cost reimbursement report

APPENDIX A

Acronyms

Acronym	Acronym meaning
ACDONA	Arizona County Director of Nursing Association
ADEM	Arizona Division of Emergency Management
ADES	Arizona Department of Economic Security
ADHS	Arizona Department of Health Services
AIPO	Arizona Immunization Program Office
ARS	Arizona Revised Statutes
BCP	Business Continuity Plan
BOS	Board of Supervisors
CDC	Centers for Disease Control and Prevention
CEOC	County Emergency Operations Center
CVCH	Cobre Valley Community Hospital
DHHS	Department of Health and Human Services
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FDA	Food and Drug Administration
FEMA	Federal Emergency Management Agency
GCEM	Gila County Emergency Management
GCDHCS	Gila County Department of Health and Community Services
GCSO	Gila County Sheriff Office
HAN	Health Alert Network
HSPD	Homeland Security Presidential Directive
IAP	Incident Action Plan
ICS	Incident Command System
IHS	Indian Health Services

ILI	Influenza Like Illness
IND	Investigational New Drug
JIC	Joint Information Center
MEDSIS	Medical Electronic Disease Surveillance
NIMS	National Incident Management System
PHIMS	Public Health Incident Management System
PIO	Public Information Officer
PPE	Personal Protective Equipment
PRMC	Payson Regional Medical Center
Q & A	Questions and Answers (s)
RRT	Rapid Response Team
SARS	Severe Acute Respiratory Syndrome
SCAT	San Carlos Apache Tribe
SEOC	State Emergency Operations Center
SERRP	State Emergency Response and Recovery Plan
SIREN	Secure Integrated Response Electronic Notification
SNS	Strategic National Stockpile
VAERS	Vaccine Adverse Event Reporting System
VFC	Vaccines for Children Program
WHO	World Health Organization
WMAT	White Mountain Apache Tribe

APPENDIX B

Continuous Improvement Plan

Surveillance and Epidemiology

- ✓ Develop sampling scheme for virologic surveillance during pandemic
- ✓ Explore options for increasing specimen collection form sentinel sites, outbreaks, unusual cases, etc.
- ✓ Assess ability to transport specimens to the state laboratory quickly; explore feasibility and need for courier service or other options.
- ✓ Educate health care providers on disease-based surveillance.
- ✓ Identify sites for active surveillance and guidelines for when to activate active surveillance.
- ✓ Explore animal surveillance to supplement surveillance information
- ✓ Explore additional surveillance systems to enhance influenza surveillance (hospital admissions data,, hospital discharge data, prison/jail etc.)
- ✓ Establish and maintain contacts with influenza and immunization coordinators in neighboring counties and regions.
- ✓ Encourage each tribal health department to have a plan in place for surveillance and response during an influenza pandemic. The county/tribal plans should include the same components as the state.
- ✓ Create a plan to disseminate influenza surveillance information to ADHS and to partners/stakeholders.

Health Care Response

- ✓ Develop plan for monitoring hospital emergency department and community health center capacity. Include I.H.S. facilities and Tribal health departments.
- ✓ Develop methods to rapidly process timely influenza mortality data from funeral directors/hospitals. Establish routine surveillance to identify influenza associated deaths.
- ✓ Review and update plans regularly by the GCDHCS
- ✓ Training of specific ICS roles is ongoing.
- ✓ Develop plans to obtain necessary equipment, supplies, human resources, and sites.

- ✓ Develop contingency plans for providing food, medical, and other essential life support needs for persons confined to their homes.
- ✓ Establish financial/logistical mechanisms for obtaining and distributing necessary medical supplies.

Vaccine and Antiviral Delivery

- ✓ Develop distribution plan for vaccine, antibiotics and antivirals, specifically addressing the possibility of limited supplies and the need for security. Identify strategies to effectively distribute antiviral medication to potential priority groups.
- ✓ Establish priorities for target groups based on prophylaxis versus therapy.
- ✓ Per CDC guidelines, address possibility of adverse reactions and liability issues. See Appendix O & P
- ✓ Conduct inventory of critical equipment, including but not limited to, county availability of antiviral and antibiotic pharmaceuticals, refrigerated depots for vaccines, transport of delivery of vaccines. Store vaccines following manufacturers' recommendations.
- ✓ Develop consultation and training guidelines for the handling and administration of pharmaceuticals for temporary workers. See SNS plan.
- ✓ Review SNS protocol for requesting supplies of antivirals/ antibiotics/vaccine in the event that state/local supplies become exhausted.
- ✓ Develop supply list and establish agreement with commercial companies to obtain those supplies on short notice. See ACDONA plan.
- ✓ Develop prioritization plan for distribution of vaccines as supplies are likely to be insufficient to meet demand during a pandemic situation.
- ✓ Establish a plan to secure and utilize refrigerated depots for vaccine storage and other influenza related pharmaceuticals, as well as vehicles for their distribution to selected sites for administration.

Community Disease Control

- ✓ Estimate Gila County morbidity and mortality resulting from potential flu pandemics using Flu-Surge. www.flusurge.com
- ✓ Coordinate pandemic planning with disaster planning.
- ✓ Coordinate activities with bordering jurisdictions. Tribal partners must be included. Utilize regional approach to population densities.

- ✓ Evaluate adequacy of existing infrastructure, identify methods to address shortcomings (including but not limited to number of hospital beds, ICU beds, ventilators, oxygen, antivirals and antibiotics, medical staff including physicians, nurses, PA's, respiratory therapists, radiology techs, nursing, contingency medical care facilities, funeral homes/burial services, social /behavioral heath services, law enforcement, fire departments, and schools).
- ✓ Collaborate with County Attorney and GCSO in developing procedures for isolation and quarantine.
- ✓ Develop plans to reach certain high-risk groups (e.g. low income, homeless, or undocumented workers) to facilitate access to prophylaxis and treatment.

Assessing Travel Related Risk

Public Information

- ✓ Establish 24-hour information line for use during pandemic. This is available through Arizona Department of Administration. It is available in English and Spanish and translation services are also available.
- ✓ Assure and update internal review process for key influenza messages. The current method of internal review: messages are drafted by appropriate personnel, reviewed by Epidemiologist, the Director of Public Health, and the PIO.
- ✓ Develop and conduct local training exercises
- ✓ Establish a GCDHCS plan for resource allocation in case of an influenza pandemic.

Workforce Support

- ✓ Create a plan for continuity of operations in case of increased workload or staff losses during a pandemic.

APPENDIX C
LEGAL AUTHORITY

STATUTORY AUTHORITY		
I. STATUTE	**AGENCY**	**AUTHORITY**
U.S. Public Law 93-288	Federal Government	• Provides authority to respond to emergencies and provide assistance to protect public health; implemented by Federal Emergency Management Act
USC Title 42-264	Federal Government	• Provides the U.S. Surgeon General the authority to apprehend and examine any individual(s) reasonably believed to be infected with a communicable disease for purposes of preventing the introduction, transmission, or spread of such communicable disease only: 1. if the person(s) is moving or about to move from state to state. 2. if the person, upon examination, is found to be infected, he may be detained for such time and in such manner as may be reasonably necessary.
USC Title 42-139 Sec. 14503	Federal Government	• Liability protection for volunteers – No volunteer of a non-profit organization or governmental entity shall be liable for harm caused by an act of omission of the volunteer on behalf of the organization or entity.
ARS § 36-782	Governor	• In consultation with the Director of ADHS, may issue an enhanced surveillance advisory.

ARS § 26-303	Governor	• Gives Governor authority over state agencies and the right to exercise police power. • Allows Governor to delegate authority to adjutant general.
ARS § 26-310	Division of Emergency Management	• Allows any person holding any license, certificate, or other permit issued by any other state to render aid to meet the emergency as fully as if such license had been issued in this state.
ARS § 26-314 (26-353)	Division of Emergency Management	• Protects state employees, volunteers, and employees from other states against liability claims while performing duty's during a state of emergency.
ARS § 36-136	Arizona Department of Health Services	• Allows Director to institute isolation or quarantine.
ARS § 36-787(A)(6)	Arizona Department of Health Services	• Establishes in conjunction with applicable licensing boards a process for temporary waiver of the professional licensure requirements to address the state of emergency or state of war emergency.
ARS § 787(A)(7)	Arizona Department of Health Services	• Grants temporary waivers of health care institution licensure requirements to address the state of emergency or state of war emergency.
ARS § 36-624	County Health Departments	• Allows county health departments to adopt quarantine and sanitary measures to prevent the spread of the disease.
ARS § 36-627	County Health Departments	• Allows county health departments to assume control of hospitals and other places where infectious or contagious disease exists. • Allows county health department to provide temporary hospitals or places of reception for persons with infectious or contagious diseases.

ARS § 36-628	County Health Departments	• Allows county health departments to employ physicians and others they deem necessary to provide care for persons afflicted with contagious or infectious diseases.
ARS § 26-311	Local Governments	• Allows mayors or chairmen of the board of supervisors to declare a local emergency
AAC R9-6-204	Arizona Department of Health Services	• Allows for collection of patient specific information for positive laboratory reports of influenza

APPENDIX D
ISOLATION AND QUARANTINE

Isolation and Quarantine

Isolation refers to the separation of an individual or individuals, infected with influenza from non-infected individuals. Quarantine refers to the separation of an individual, or individuals, exposed to influenza from non-infected and non-exposed individuals.

There are three sources of authority and direction for Isolation and Quarantine:

1. ARS § 36-624
Gives the counties the authority to conduct isolation and quarantine measures. Must be consistent with the due process requirements that are specified under ARS 36-788 and 36-789 (see below). Some counties may have established their own procedures for isolation and quarantine under this authority, however many counties may not be prepared in this area.

2. ARS § 36-787 through 36-789
Gives the isolation and quarantine authority to the State during a state of emergency or state of war emergency.

3. AAC R9-6-388

These rules give the local health agency a process from which to issue isolation and/or quarantine orders that are congruent with ARS 36-624, ARS 36-788 and ARS 36-789 (see flowcharts below).

During a Governor-declared state of war or state of emergency, the Department (ADHS) must follow the process below to issue an order for isolation or quarantine:

State of Declared Emergency or State of Declared War Emergency	There are forms for the Governor to sign and are under development
	10 Days for Department to file order)
Petition for a Court Order	Person is notified of court date within

W/ Sworn Affidavit	24 hours after filing petition.
Notification to person(s) identified in Petition	The Department formally asks for a court hearing to enforce the directive.
Court Hearing	Hearing takes place within 5 days, under extraordinary circumstances, 10 days
Court Order	The court order is effective for up to 30 days. If needed, the Department can extend another 30 days.

The local health agency must follow the process below to issue an order for isolation or quarantine:

Written Order to Individual or Group	The Order is issued to an individual/group and specifies the I & Q requirements that must be followed
Petition for a Court Order W/ Sworn Affidavit	Within 10 days, the LHD formally asks for a court hearing to enforce the order.
Notification to person(s) identified in Petition	Person is notified of court date within 24 hours after filing petition
Court Hearing	Hearing takes place within 5 days, under extraordinary circumstances, 10 days.
Court Order	The court order is effective for up to 30 days. If needed, the LHD can extend another 30 days

Division of Public Health Services

Office of the Assistant Director
Public Health Preparedness Services

150 N. 18th Avenue, Suite 140
Phoenix, Arizona 85007
(602) 364-4564
(602) 364-3199 Fax

JANET NAPOLITANO, GOVERNOR
SUSAN GERARD, DIRECTOR

SAMPLE QUARANTINE ORDER

Under Arizona Revised Statutes, (ARS) §36-787, the Governor, by declaring a state of emergency, has given the authority to the Arizona Department of Health Services to issue this QUARANTINE ORDER.

This QUARANTINE ORDER in accordance with ARS §36-789 (A) (1), hereby states that _____ residing at the location of _____

(Name or names of individuals) *(State location)*

is subject to quarantine beginning on _____ at _____ a.m./p.m. As a quarantine measure, the recipient(s) of this QUARANTINE ORDER must remain at _____ until _____ at a.m./p.m. This infectious disease control measure is needed to prevent the spread of _____.

name of infectious disease

You may petition the Arizona Superior Court for review of the restriction of your freedom of movement contained in this QUARANTINE ORDER pursuant to ARS §36-789 (J).

_____

Signature of Director, Arizona Department of Health Services

Issued by:

_____

Name, Title, Date

I have received an original copy of this order:

_____

Patient Signature Date

APPENDIX E
STANDING ORDERS

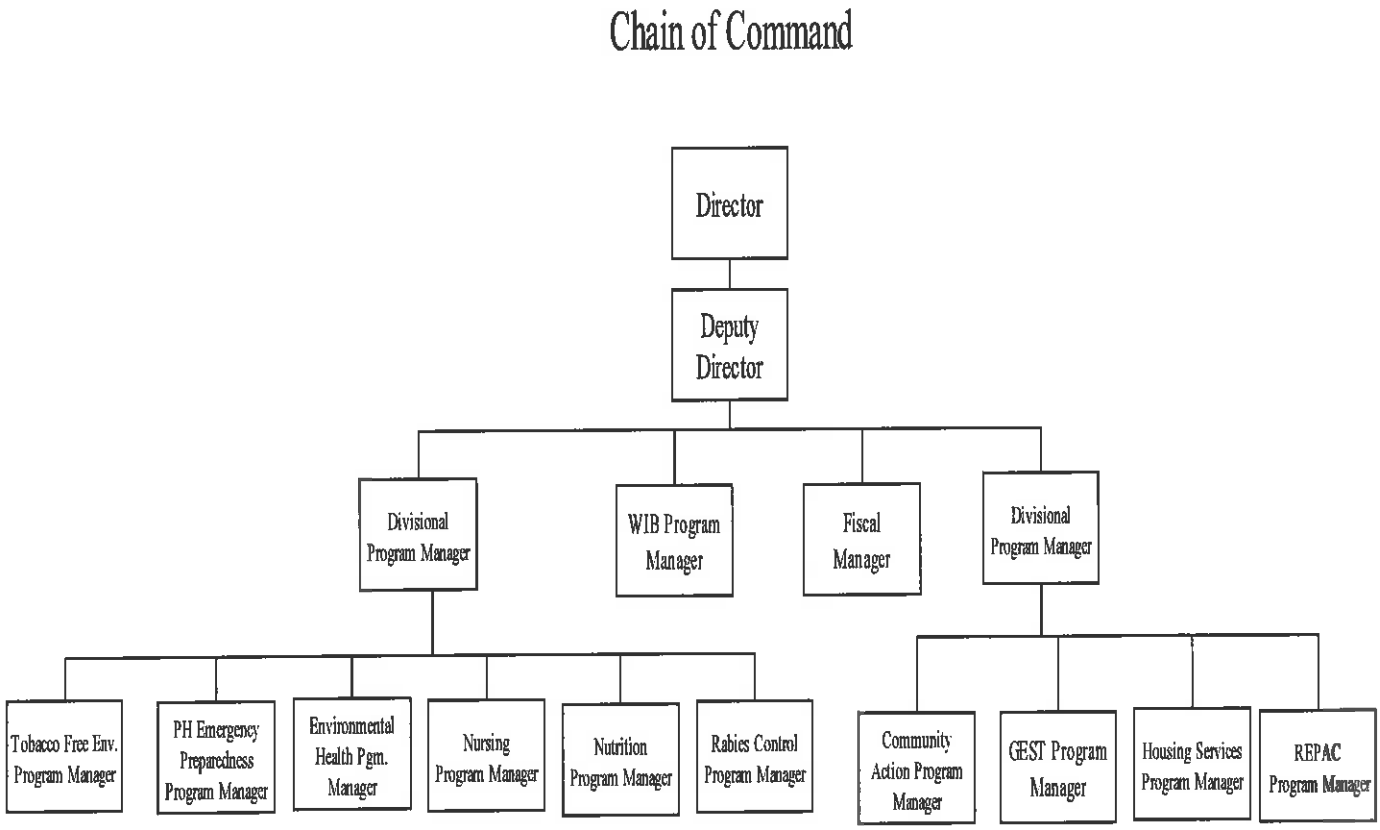
Standing orders for the administration of vaccines are covered under yearly standing orders signed by Dr. Michael Durham, MD.

Special orders may be required for certain antivirals and IND (Investigational New Drug) drugs not yet mentioned.

The Nursing staff is able to do traveling vaccination clinics under the present orders. This should cover the eventuality of a mass vaccination clinic.

There may have to be orders written to cover the utilization of other staff to perform administration of vaccinations.

Appendix F
Organization Chart



APPENDIX G

NIMS – National Incident Management System

Since the September 11, 2001, attacks on the World Trade Center and the Pentagon, much has been done to improve prevention, preparedness, response, recovery, and mitigation capabilities and coordination processes across the country. A comprehensive national approach to incident management, applicable at all jurisdictional levels and across functional disciplines, would further improve the effectiveness of emergency response providers and incident management organizations across a full spectrum of potential incidents and hazard scenarios. Such an approach would also improve coordination and cooperation between public and private entities in a variety of domestic incident management activities. For purposes of this document, incidents can include acts of terrorism, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, typhoons, war-related disasters, etc.

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD)-5, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). According to HSPD-5:

This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

CONCEPTS AND PRINCIPLES.

To provide this framework for interoperability and compatibility, the NIMS is based on an appropriate balance of flexibility and standardization.

1. ***Flexibility.***

The NIMS provides a consistent, flexible, and adjustable national framework within which government and private entities at all levels can work together to manage domestic incidents, regardless of their cause, size, location, or complexity. This flexibility applies across all phases of incident management: prevention, preparedness, response, recovery, and mitigation.

2. ***Standardization.***

The NIMS provides a set of standardized organizational structures—such as the Incident Command System (ICS), multi-agency coordination systems, and public information systems—as well as requirements for processes, procedures, and systems designed to improve interoperability among jurisdictions and disciplines in various areas, including: training; resource management; personnel qualification and certification; equipment certification; communications and information management; technology support; and continuous system improvement.

OVERVIEW

The NIMS integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines in an all-hazards context. Six major components make up this systems approach. Each is addressed in a separate chapter of this document. Of these components, the concepts and practices for Command and Management (Chapter II) and Preparedness (Chapter III) are the most fully developed, reflecting their regular use by many jurisdictional levels and agencies responsible for incident management across the country. Chapters IV-VII, which cover Resource Management, Communications and Information Management, Supporting Technologies, and Ongoing Management and Maintenance, introduce many concepts and requirements that are also integral to the NIMS but that will require further collaborative development and refinement over time.

1. ***NIMS Components***

The following discussion provides a synopsis of each major component of the NIMS, as well as how these components work together as a system to provide the national framework for preparing for, preventing, responding to, and recovering from domestic incidents, regardless of cause, size, or complexity. A more detailed discussion of each component is included in subsequent chapters of this document.

a. Command and Management.

NIMS standard incident command structures are based on three key organizational systems: the ICS, the multi-agency coordination systems, and the Public information systems.

The ICS

The ICS defines the operating characteristics, interactive management components, and structure of incident management and emergency response organizations engaged throughout the life cycle of an incident;

Multi-agency Coordination Systems

These define the operating characteristics, interactive management components, and organizational structure of supporting incident management entities engaged at the Federal, State, local, tribal, and regional levels through mutual-aid agreements and other assistance arrangements.

Public Information Systems

These refer to processes, procedures, and systems for communicating timely and accurate information to the public during crisis or emergency situations.

Preparedness

Effective incident management begins with a host of preparedness activities conducted on a "steady-state" basis, well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualification and certification standards, equipment acquisition and certification standards, and publication management processes and activities.

Planning

Plans describe how personnel, equipment, and other resources are used to support incident management and emergency response activities. Plans provide mechanisms and systems for setting priorities, integrating multiple entities and functions, and ensuring that communications and other systems are available and integrated in support of a full spectrum of incident management requirements.

Training

Training includes standard courses on multi-agency incident command and management, organizational structure, and operational procedures; discipline-specific and agency-specific incident management courses; and courses on the integration and use of supporting technologies.

Exercises

Incident management organizations and personnel must participate in realistic exercises—including multidisciplinary, multi-jurisdictional, and multi-sector interaction—to improve integration and interoperability and optimize resource utilization during incident operations.

Personnel Qualification and Certification

Qualification and certification activities are undertaken to identify and publish national-level standards and measure performance against these standards to ensure that incident management and emergency responder personnel are appropriately qualified and officially certified to perform NIMS-related functions.

Equipment Acquisition and Certification

Incident management organizations and emergency responders at all levels rely on various types of equipment to perform mission essential tasks. A critical component of operational preparedness is the acquisition of equipment that will perform to certain standards, including the capability to be interoperable with similar equipment used by other jurisdictions.

Mutual Aid

Mutual-aid agreements are the means for one jurisdiction to provide resources, facilities, services, and other required support to another jurisdiction during an incident. Each jurisdiction should be party to a mutual-aid agreement with appropriate jurisdictions from which they expect to receive or to which they expect to provide assistance during an incident.

Publications Management

Publications management refers to forms and forms standardization, developing publication materials, administering publications—including establishing naming and numbering conventions, managing the publication and promulgation of documents, and exercising control over sensitive documents — and revising publications when necessary.

Resource Management

The NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.

Communications and Information Management

The NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination), and information-sharing at all levels of incident management. These elements are briefly described as follows:

(1) *Incident Management Communications.*

Incident management organizations must ensure that effective, interoperable communications processes, procedures, and systems exist to support a wide variety of incident management activities across agencies and jurisdictions.

(2) *Information Management.*

Information management processes, procedures, and systems help ensure that information, including communications and data, flows efficiently through a commonly accepted architecture supporting numerous agencies and jurisdictions responsible for managing or directing domestic incidents, those impacted by the incident, and those contributing resources to the incident management effort. Effective information management enhances incident management and response and helps insure that crisis decision- making is better informed.

Supporting Technologies

Technology and technological systems provide supporting capabilities essential to implementing and continuously refining the NIMS. These include voice and data communications systems, information management systems (i.e., record keeping and resource tracking), and data display systems. Also included are specialized technologies that facilitate ongoing operations and incident management activities in situations that call for unique technology-based capabilities.

Ongoing Management and Maintenance

This component establishes an activity to provide strategic direction for and oversight of the NIMS, supporting both routine review and the continuous refinement of the system and its components over the long term.

Appendices

The appendices to this document provide additional system details regarding the ICS and resource typing.

Reference:

NIMS Online. www.nimsonline.com. Oct. 1, 2004. Retrieved on July 15, 2006.

APPENDIX H
RISK COMMUNICATIONS FORMS
Boiler plate type documents

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES
Location: 5515 S. Apache Ave. Suite 300 Globe, AZ 85501
Phone: (928) 425-3231 ext 8811 or 8812 or 425- 3189 Fax: (928) 425-0794
www.gilacountyaz.gov
Countywide TTY (928) 425-0839

Mass Immunization Clinic Locations Announced

The Arizona Department of Health Services today released details of statewide _____ vaccination clinic locations. Gila County Division of Health and Community Services likewise releases details of Gila County vaccination clinic locations.

IN GILA COUNTY

(__##) clinics are operational and fully staffed with public health nurses, physicians, screeners, mental health counselors, and support staff.

To find a clinic in their area, residents should contact the State Public Health Hotline at (800)314-9243 statewide OR the Gila County website: www.gilacountyaz.gov . Clinic locations are also listed on the ADHS Web site at www.azdhs.gov. Most area clinics will operate in mobile, ~16-hour a day basis, while some rural areas may offer more limited hours due to population demand.

The Department has issued the following guidelines for individuals and their families prior to clinic arrival:

1. To expedite your immunization visit, complete your screening forms prior to clinic arrival. Pick up and fill out a pre-screening form for _____vaccination for each member of your family. These forms are available in multiple languages at Globe or Payson Health Offices or online at www.gilacountyaz.gov (health department page).
2. Some people are at greater risk for serious side effects from the _____vaccine.
3. Wear loose-fitting, long sleeved clothing, if possible. Vaccinations generally take place on the upper arm, and are covered with a semi-permeable bandage. After the vaccine is given, you will receive post

vaccine care and instructions and a hotline number to call if you have any questions or concerns.

4. Lines may be long at clinic sites. Wear comfortable shoes, loose-fitting clothing, sunscreen, and bring bottled water.
5. Clinic staff and volunteers have been trained to help you receive your vaccine in the safest, most efficient manner.

To speak with a live person about any questions related to the immunization clinics or the _____vaccine, call _____ . To speak with a mental health counselor, contact_____

Appendix I
Flu Vaccination: Communication Checklist

Audience: General Public

- ❑ Listing of clinic locations, hours, and special services offered
- ❑ Notice of contraindications and who should NOT receive flu vaccine
- ❑ General instructions on what to bring with you to the clinic
- ❑ What to expect when you arrive at the clinic
- ❑ Post vaccination information to be provided.
- ❑ What to do in case of adverse reaction after receiving vaccine

Audience: Volunteers

- ❑ Where to report
- ❑ Instructions for self/family inoculation procedures
- ❑ What to bring with you to your clinic location/assignment
- ❑ Calming patient anxiety
- ❑ Length and type of your assignment

Audience: Health care providers

- ❑ How to pre-screen patients for influenza vaccine/contraindications
- ❑ How to assess and treat adverse reactions
- ❑ Calming patient anxiety

Appendix J
Infection Control and Investigation of Influenza in Institutional Outbreaks

Introduction

Influenza is a cause of respiratory illness that may require outpatient health-care visits or hospitalization. During the influenza season, outbreaks of health-care-associated influenza affect both patients and personnel in long-term care facilities and hospitals. Influenza vaccination of both health-care personnel and patients can help prevent outbreaks. This document provides general guidance for controlling and investigating influenza outbreaks in institutional settings.

County Policy during Influenza Outbreaks in Institutions

During Influenza outbreaks in Institutions the Gila County Office of Health will:

- Educate and ensure implementation of the following prevention and control measures.
- Coordinate with the facility and the Arizona Department of Health Services Lab on the collection, delivery and testing of all influenza tests done at the institution.
- Maintain a list, to be provided by the institution, of residents and employees with their immunization status. All new or possible influenza cases will be reported daily to the Office of Health by a designated individual at the institution.
- Report to ADHS /Epidemiology the number of new/possible cases reported by the institution.

Prevention and Control Measures

Strategies for the prevention and control of influenza in institutions include the following: annual influenza vaccination of all residents and health-care personnel, implementation of Standard and Droplet Precautions for infected individuals, active surveillance and influenza testing for new illness cases, restriction of ill visitors and personnel, administration of prophylactic antiviral medications, and other prevention strategies, such as Respiratory Hygiene/Cough Etiquette.

Vaccination

Health-care personnel and persons at high risk for complications of influenza should be encouraged to receive annual influenza vaccination. Vaccination is the primary measure to

prevent infection or development of illness from influenza, and thereby limits transmission of influenza, and prevents complications from influenza.

Infection Control Measures

In addition to influenza vaccination, the following infection control measures are recommended to prevent person-to-person transmission of influenza and to control influenza outbreaks:

1. Surveillance

Conduct surveillance for respiratory illness and use influenza testing to identify outbreaks early so that infection control measures can be promptly initiated to prevent the spread of influenza in the facility.

2. Education

Educate personnel about the signs and symptoms of influenza, control measures, and indications for obtaining influenza testing.

- Restrict staff movement from areas of the facility having outbreaks.
- Administer the current season's influenza vaccine to unvaccinated patients, residents, and health-care personnel. Follow current vaccination recommendations for the use of nasal and intramuscular influenza vaccines.

3. Influenza Testing

Perform rapid influenza virus testing of patients with recent onset of symptoms suggestive of influenza. In addition, obtain viral cultures from a subset of patients to determine the infecting virus type and subtype When clusters of respiratory illness occur or when an influenza outbreak is suspected in an institution a plan will be established between the ADHS lab and the Gila County Office of Health for collecting respiratory specimens and performing influenza testing (e.g., rapid diagnostic test, immunofluorescence) and viral cultures for influenza.

4. Respiratory Hygiene/Cough Etiquette

Respiratory hygiene/cough etiquette should be implemented at the first point of contact with a potentially infected person to prevent the transmission of all respiratory tract infections in acute-care settings. Respiratory Hygiene/Cough Etiquette include:

- Posting visual alerts instructing patients and persons who accompany them to inform health-care personnel if they have symptoms of respiratory infection

- Providing tissues or masks to patients and visitors who are coughing or sneezing so that they can cover their nose and mouth
- Ensuring that supplies for hand washing are available where sinks are located; providing dispensers of alcohol-based hand rubs in other locations

5. Standard Precautions

During the care of any patient with symptoms of a respiratory infection advise health-care personnel at the institution that they should adhere to Standard Precautions:

- Wear gloves if hand contact with respiratory secretions or potentially contaminated surfaces is anticipated.
- Wear a gown if soiling of clothes with a patient's respiratory secretions is anticipated.
- Change gloves and gowns after each patient encounter and perform hand hygiene.
- Decontaminate hands before and after touching the patient and after touching the patient's environment or the patient's respiratory secretions, whether or not gloves are worn.
- When hands are visibly soiled or contaminated with respiratory secretions, wash hands with soap (either plain or antimicrobial) and water.
- If hands are not visibly soiled, use an alcohol-based hand rub.

6. Droplet Precautions

- In addition to Standard Precautions, health-care workers should adhere to Droplet Precautions during the care of a patient with suspected or confirmed influenza for 5 days after the onset of illness.
- Separate suspected or confirmed influenza patients from asymptomatic patients. Place patient in a private room. If a private room is not available, place (cohort) suspected influenza patients with other patients suspected of having influenza; cohort confirmed influenza patients with other patients confirmed to have influenza.
- Wear a surgical or procedure mask when entering the patient's room or when working with the patient. Remove the mask when leaving the patient's room and dispose of the mask in a waste container.
- If patient movement or transport is necessary, have the patient wear a surgical or procedure mask, if possible.

Antiviral Prophylaxis

- Antiviral prophylaxis may be recommended to be given to patients and health-care personnel. Using antiviral drugs for treatment and prophylaxis of influenza is a key component of influenza outbreak control in institutions.
- Administer influenza antiviral prophylaxis and treatment to patients and health-care personnel according to current recommendations.
- Consider antiviral prophylaxis for all health-care personnel, regardless of their vaccination status, if the outbreak is caused by a variant of influenza virus that is not well matched by the vaccine.

When confirmed or suspected outbreaks of influenza occur in institutions that house persons at high risk, chemoprophylaxis should be started as early as possible to reduce the spread of the virus. In these situations, having pre-approved orders from physicians or plans to obtain orders for antiviral medications on short notice can substantially expedite administration of antiviral medications.

When outbreaks occur in institutions, chemoprophylaxis should be administered to all residents, regardless of whether they received influenza vaccinations during the previous fall, and should continue for a minimum of 2 weeks. If surveillance indicates that new cases continue to occur, chemoprophylaxis should be continued until approximately 1 week after the end of the outbreak. The dosage for each resident should be determined individually. Chemoprophylaxis also can be offered to unvaccinated staff who provide care to persons at high risk. Prophylaxis should be considered for all employees, regardless of their vaccination status, if the outbreak is caused by a variant strain of influenza that is not well-matched by the vaccine.

In addition to nursing homes, chemoprophylaxis also can be considered for controlling influenza outbreaks in other closed or semi-closed settings (e.g., dormitories or other settings where persons live in close proximity).

To limit the potential transmission of drug-resistant virus during outbreaks in institutions, whether in chronic or acute-care settings or other closed settings, measures should be taken to reduce contact as much as possible between persons taking antiviral drugs for treatment and other persons, including those taking chemoprophylaxis (see Antiviral Drug-Resistant Strains of Influenza).

8. Restrictions for Ill Visitors and Ill Health-care Personnel

If there is no or only sporadic influenza activity occurring in the surrounding community:

- Discourage persons with symptoms of a respiratory infection from visiting patients. Post notices to inform the public about visitation restrictions.

Monitor health-care personnel for influenza-like symptoms and consider removing them from duties that involve direct patient contact, especially those who work in specific patient-care areas (e.g., intensive care units [ICUs], nurseries, organ-transplant units). If excluded from duty, they should not provide patient care for 5 days after the onset of symptoms.

If widespread influenza activity is in the surrounding community:

- Notify visitors (e.g., via posted notices) that adults with respiratory symptoms should not visit the facility for 5 days and children with symptoms should not visit for 10 days following the onset of illness.

Evaluate unvaccinated health-care personnel, especially those in high-risk areas (e.g., ICUs, nurseries, and organ-transplant units) for symptoms of respiratory infection. Perform rapid influenza tests to confirm that the causative agent is influenza and to determine whether they should be removed from duties that involve direct patient contact. If excluded, they should not provide patient care for 5 days following the onset of symptoms.

Control of Influenza Outbreaks in Acute-care Settings

When influenza outbreaks occur in acute-care settings, the following measures should also be taken to limit transmission:

- Curtail or eliminate elective medical and surgical admissions and restrict cardiovascular and pulmonary surgery to emergency cases only during influenza outbreaks, especially those characterized by high attack rates and severe illness, in the community or acute-care facility.

Reference:

Arizona Department of Health Services: Infectious Disease Manual. Appendix 5 – Patient Isolation Precautions. December 2003.

Appendix K
Sample Provider Information Statements

Sample Provider Information Statement – Novel Virus Alert

Novel Virus Alert

As you are aware, one or more human cases of a novel virus, for which there is no immunity in the general population, has been detected in _____. This could potentially, but not inevitably, be a precursor to a pandemic.

Gila County Public Health is working closely with the State Health Department and Centers for Disease Control to monitor reports of disease progression and surveillance to detect the arrival of disease caused by the novel virus in _____. Currently there have been no reported cases in Gila County.

The CDC has issued recommendations for enhanced influenza surveillance for state health departments. The purpose of these recommendations is to enhance the capacity to rapidly identify an importation of this virus. Current recommendations are at www.cdc.gov or www.pandemicflu.gov.

We will continue to provide you with updates on influenza activity and will distribute recommendations on any additional surveillance activities that may become necessary.

If you have any questions please call Gila County Division of Health and Community Services at 402-8811.

Sample Provider Information Statement – Pandemic Imminent

Pandemic Imminent

The _____novel virus____ is causing unusually high rates of morbidity and mortality in widespread geographic areas. Travel advisories remain in effect for the following areas:

If your patient is ill with influenza like illness and has recently traveled to these areas, or is a close contact to someone who has traveled to these areas the following recommendations should be considered:

1) Advise patients to remain at home.
2) Prescribe antivirals for household contacts
3) Self-monitoring of symptoms
4) File report with Gila County Division of Health and Community Services

Updates can be obtained at the state web site www.adhs.gov. or at www.cdc.gov.

Gila County continues to work closely with the State and CDC regarding influenza vaccine. We do not have a manufacturer's release date at this time but continue to review plans for distribution.

Providers are encouraged to use antivirals for household contacts of confirmed or strongly suspected cases of influenza.

Enforcement of respiratory hygiene is essential. Continue to implement respiratory programs in your area of practice:

- At entry, triage, or registration, ask all patients with symptoms of respiratory illness to wear a surgical mask, and provide instructions on their proper use and disposal.
- Offer masks to all other persons who enter the facility to use voluntarily for their own protection.
- For patients who cannot wear a surgical mask, provide tissues to cover the nose and mouth when coughing or sneezing and a small bag for mask and tissue disposal.
- Encourage and provide access to hand washing or a waterless hand hygiene product and instruct patients to decontaminate their hands after handling respiratory secretions and before and after their contact with a healthcare worker.
- Separate patients with respiratory illness from other patients by either placing them into a cubicle, examination room, or some physical separation.

Sample Provider Information Statement – Pandemic Alert Declaration

Pandemic Alert Declaration

A formal declaration was made today by the CDC regarding the influenza pandemic. Further spread with involvement of multiple continents has been reported.

The United States reported _____hospitalizations or deaths to the CDC with _____being from Arizona.

Gila County has had _____related to complications from influenza.

Manufacturers of flu vaccine report a release date of _____. Gila County continues to make plans for mass vaccination/prophylaxis. Current supply of antivirals remains low.

Up-to-date summaries of influenza activity are available at www.azdhs.gov

_____.

Sample Provider Information Statement – Pandemic Alert Case Information

Pandemic Alert Case Information

The novel virus_____ has demonstrated sustained person-to-person transmission and multiple cases in the same geographic area.

Confirmed case definition:

Probable case definition:

The number of confirmed cases is _____. Number of deaths are_____.

The CDC and State Department of Health Services has released a travel advisory

For _____ .

Updates can be obtained at the state web site www.azdhs.gov _____ or at www.cdc.gov.

Gila County has reported _____number of confirmed/ probable case (s) of influenza A _____. _____deaths have been reported.

Antivirals are recommended for household contacts of confirmed cases and strongly suspected cases of influenza. Recommendations for asymptomatic household contacts can be downloaded from the following website:
www._____.

Sample Provider Information Statement – Pandemic Second Wave

Pandemic Second Wave

Typically in a pandemic, the number of new cases of influenza peaks and then declines. This gives the impression that the pandemic is over. Health care providers need to remain vigilant for the return of the epidemic activity. Health care providers must make use of the interim period to prepare for a resurgence of disease.

Gila County continues to urge providers to keep a respiratory hygiene program in place. Maintain an accurate inventory and order supplies that may be necessary for disease resurgence. Continue to vaccinate (if applicable).

Log onto the Center for Disease Control website at www.cdc.gov for more information.

David Fletcher
Director

Judy Smith
Divisional Program Manager
for Community Services

Jendean Sartain
Deputy Director

Carolyn Haro
Divisional Program Manager
for Health

GILA COUNTY DIVISION of HEALTH and COMMUNITY SERVICES

5515 S. Apache Ave. Suite 300 Globe, AZ 85501
(928) 425-3189

"Improving the Quality of Life for all Residents"

FOR IMMEDIATE RELEASE

DATE:

Contact:
Title:

Influenza Alert for Public Release

The Gila County Division of Health and Community Services would like to alert residents to take precautions in minimizing the spread of the influenza virus. There is a new strain of influenza virus circulating. Most people have little or no natural immunity to protect against it. Officials with the Center for Disease Control and Prevention are developing a vaccine at this time. Residents will be notified when vaccine supplies are available. Preventing the infection and spread of this virus is critical in protecting the residents of Gila County.

Symptoms of the flu include, abrupt onset of chills and fever, headache, muscle aches, sore throat, and cough. Those who develop flu symptoms should notify their health care provider, by telephone if possible.

Influenza virus is contagious from person-to-person. The virus spreads when droplets from a cough or sneeze of an infected person reach the mucous membranes of another person's mouth, nose, or eyes. This virus can also be spread by a contaminated surface or object.

The risk of becoming ill can be reduced by frequent hand washing and keeping your hands away from your eyes, nose, and mouth. Also, try to avoid contact with people who have respiratory illnesses.

Those who become ill should contact their health care provider and stay at home if possible, avoiding any group activities. Isolating oneself is crucial to preventing the spread of this disease to others, including co-workers and those in public places.

For more information, visit the Gila County website
www.co.gila.az.us

Public Health Preparedness	**Community Action**	**Environmental Health**	**GEST**
Housing Rehabilitation	**Nursing Services**	**Nutrition Services**	**Public Fiduciary**
Rabies Control	**REPAC**	**Section 8 Housing**	**Weatherization Program**
Workforce Investment Act	**Tobacco Free Environment**		

Reasonable accommodations for persons with disabilities may be requested.

APPENDIX L
MEDIA INFORMATION AND FORMS

Information for the Media

Overview of Influenza Pandemic

- Pandemics result from the emergence of influenza A virus that is novel for the human population.
- The hallmark of pandemic influenza is excess mortality --- the number of deaths observed during an epidemic of influenza-like illness in excess of the number expected.
- During this century, pandemics occurred in 1918, 1957, and 1968.
- 1918-19 "Spanish flu" A caused the highest known influenza-related mortality: at least 500,000 deaths in the United States, and 20 million worldwide.
- 1957-58 "Asian flu" A: 70,000 deaths in the United States.
- 1968-69 "Hong Kong flu" A: 34,000 deaths in the United States.
- Although mortality rates associated with the pandemics of 1957 and 1968 were confined primarily to the elderly and chronically ill, both pandemics were associated with high rates of illness and social disruption, with combined economic losses of approximately $32 billion (in 1995 dollars).
- The potential impact of an influenza virus in humans depends on its virulence (ability to cause severe illness or death) and on whether there is protective immunity in the population. Protective immunity will inhibit the virus' ability to be passed from person-to-person and will decrease the severity of illness.
- Influenza viruses undergo two kinds of change. One is a series of mutations over time that causes a gradual evolution of the virus, known as antigenic drift. The other is an abrupt change in the surface antigen proteins, known as antigenic shift, thus suddenly creating a new subtype of the virus.
- When antigenic shift occurs, the population does not have antibody protection against the virus.
- Birds are the primary reservoir for influenza viruses. All 15 recognized influenza A subtypes have been found in birds.

- In most years in the United States, influenza is responsible for 10,000-40,000 excess deaths, 50,000-300,000 hospitalizations, and approximately $1-3 billion in direct costs for medical care.

Influenza: Background Information

A pandemic is a global disease outbreak. A flu pandemic occurs when a new influenza virus emerges for which people have little or no immunity, and for which there is no vaccine. The disease spreads easily person-to-person, causes serious illness, and can sweep across the country and around the world in very short time.

It is difficult to predict when the next influenza pandemic will occur or how severe it will be. Wherever and whenever a pandemic starts, everyone around the world is at risk. Countries might, through measures such as border closures and travel restrictions, delay arrival of the virus, but cannot stop it.

Health professionals are concerned that the continued spread of a highly pathogenic avian H5N1 virus across eastern Asia and other countries represents a significant threat to human health. The H5N1 virus has raised concerns about a potential human pandemic because:

- It is especially virulent
- It is being spread by migratory birds
- It can be transmitted from birds to mammals and in some limited circumstances to humans, and
- Like other influenza viruses, it continues to evolve.

Since 2003, a growing number of human H5N1 cases have been reported in Azerbaijan, Cambodia, China, Djibouti, Egypt, Indonesia, Iraq, Thailand, Turkey, and Vietnam. More than half of the people infected with the H5N1 virus have died. Most of these cases are all believed to have been caused by exposure to infected poultry. There has been no sustained human-to-human transmission of the disease, but the concern is that H5N1 will evolve into a virus capable of human-to-human transmission.

Avian Influenza Viruses

Avian (bird) flu is caused by influenza A viruses that occur naturally among birds. There are different subtypes of these viruses because of changes in certain proteins (hemagglutinin [HA]

and neuraminidase [NA]) on the surface of the influenza A virus and the way the proteins combine.

Each combination represents a different subtype. All known subtypes of influenza A viruses can be found in birds. The avian flu currently of concern is the H5N1 subtype.

Avian Influenza in Birds

Wild birds worldwide carry avian influenza viruses in their intestines, but usually do not get sick from them. Avian influenza is very contagious among birds and can make some domesticated birds, including chickens, ducks, and turkeys, very sick and kill them.

Infected birds shed influenza virus in their saliva, nasal secretions, and feces. Domesticated birds may become infected with avian influenza virus through direct contact with infected waterfowl or other infected poultry, or through contact with surfaces (such as dirt or cages) or materials (such as water or feed) that have been contaminated with the virus.

Avian influenza infection in domestic poultry causes two main forms of disease that are distinguished by low and high extremes of virulence. The "low pathogenic" form may go undetected and usually causes only mild symptoms (such as ruffled feathers and a drop in egg production). However, the highly pathogenic form spreads more rapidly through flocks of poultry. This form may cause disease that affects multiple internal organs and has a mortality rate that can reach 90-100%, often within 48 hours. The H5N1 virus is highly pathogenic.

Human Infection with Avian Influenza Viruses

"Human influenza virus" usually refers to those subtypes that spread widely among humans. There are only three known A subtypes of influenza viruses (H1N1, H1N2, and H3N2) currently circulating among humans. It is likely that some genetic parts of current human influenza A viruses originally came from birds. Influenza A viruses are constantly changing, and other strains might adapt over time to infect and spread among humans.

The risk from avian influenza is generally low to most people, because the viruses do not usually infect humans. H5N1 is one of the few avian influenza viruses to have crossed the species barrier to infect humans, and it is the most deadly of those that have crossed the barrier.

Most cases of H5N1 influenza infection in humans have resulted from contact with infected poultry (e.g., domesticated chicken, ducks, and turkeys) or surfaces contaminated with secretion/excretions from infected birds.

So far, the spread of H5N1 virus from person to person has been limited and has not continued beyond one person. Nonetheless, because all influenza viruses have the ability to change, scientists are concerned that H5N1 virus one day could be able to infect humans and spread easily from one person to another.

In the current outbreaks in Asia, Europe, and Africa, more than half of those infected with the H5N1 virus have died. Most cases have occurred in previously healthy children and young adults. However, it is possible that the only cases currently being reported are those in the most severely ill people, and that the full range of illness caused by the H5N1 virus has not yet been defined.

Symptoms of avian influenza in humans have ranged from typical human influenza-like symptoms (e.g., fever, cough, sore throat, and muscle aches) to eye infections, pneumonia, severe respiratory diseases (such as acute respiratory distress), and other severe and life-threatening complications. The symptoms of avian influenza may depend on which virus caused the infection.

Because these viruses do not commonly infect humans, there is little or no immune protection against them in the human population. If H5N1 virus were to gain the capacity to spread easily from person to person, a pandemic (worldwide outbreak of disease) could begin. No one can predict when a pandemic might occur. However, experts from around the world are watching the H5N1 situation very closely and are preparing for the possibility that the virus may begin to spread more easily and widely from person to person.

For the most current information about avian influenza and cumulative case numbers, see the map on the Centers for Disease Control and Prevention's website at www.cdc.gov.

This information was provided by the Centers for Disease Control and Prevention. For more information about human infection, see http://www.cdc.gov/flu/avian/gen-info/avian-flu-humans.htm

APPENDIX M
CHECKLISTS

Checklists will be developed later as needed

APPENDIX N
PNEUMONIA VACCINE

Information of pneumonia vaccine will be supplied when it becomes available

APPENDIX O
VACCINE INFORMATION STATEMENT

Vaccine Information Statement will be supplied later when it becomes available.

APPENDIX P
VAERS INFORMATION

What is VAERS?

The Vaccine Adverse Event Reporting System (VAERS) is a national program that monitors the safety of vaccines after they are licensed. VAERS is managed by the U.S. Centers for Disease Control and Prevention (CDC) and the U.S. Food and Drug Administration (FDA).

VAERS is part of a larger system that makes sure that vaccines are safe and work as intended. Steps to make sure that vaccines are safe begin before a vaccine is licensed. The FDA requires that it go through extensive safety testing. After a vaccine is licensed, VAERS is used to watch for any problems, or "adverse events" that happen after vaccination. Even though careful and complete studies are done before a vaccine is licensed, rare side effects may not be found until a vaccine is given to millions of people with different backgrounds and medical histories. VAERS helps to make sure that the benefits of vaccines continue to be far greater than the risks.

There are things that VAERS cannot do. VAERS cannot prove that a vaccine either did cause of did not cause a problem. In fact, vaccines are not the cause of many of the problems reported to VAERS. Sometimes people who get vaccinated coincidentally will get sick from some other cause—they get a stomachache, cold, or flu—and it has nothing to do with the vaccine. Rarely, people who have been vaccinated will get unexpected reactions that are serious and should be reported to VAERS. Even though VAERS cannot prove that a vaccine caused a problem, it can give the FDA and the CDC important information that might signal a problem. If it looks as though a vaccine might be causing a problem, the FDA and CDC will investigate further.

Does VAERS Provide Medical Advice?

VAERS does not provide medical advice. For medical advice, please contact your health care provider or state health department.

Who Can Report to VAERS?

Anyone can report to VAERS. The FDA and the CDC encourage patients, parents, and others to report any significant problems experienced after a vaccination, even if they are not

certain that a vaccine caused them. To report possible problems after vaccination visit the VAERS website at: www.vaers.hhs.gov

Why Should I Report to VAERS?

Better reporting helps keep vaccines safe for you and your family, and for everyone who receives vaccinations. Each VAERS report provides valuable information that helps the FDA and the CDC make sure that vaccines are safe. The more accurate and complete the VAERS report, the better the system works. Remember, no vaccine or any medicine is completely free of risk and some side effects are possible.

What Types of Events Should Be Reported?

You should report any serious problem that happens after getting a vaccine, even if you are not sure that the vaccine caused the problem. It is especially important to report any problem that resulted in hospitalization, disability, or death. Health care providers are required by law to report certain problems. To get a list of these, please call 800-822-7967 or go to www.vaers.hhs.gov . If you are not sure that a certain type of problem should be reported to VAERS, talk with your health care provider.

WEBSITE: www.vaers.hhs.gov E-MAIL: info@vaers.org FAX: 1-877-721-0366

VACCINE ADVERSE EVENT REPORTING SYSTEM
24 Hour Toll-Free Information 1-800-822-7967
P.O. Box 1100, Rockville, MD 20849-1100
PATIENT IDENTITY KEPT CONFIDENTIAL

For CDC/FDA Use Only
VAERS Number _____
Date Received _____

Patient Name: Last First M.I.
Address
City State Zip
Telephone no. (____) _____

Vaccine administered by (Name):
Responsible Physician _____
Facility Name/Address
City State Zip
Telephone no. (____) _____

Form completed by (Name):
Relation to Patient ☐ Vaccine Provider ☐ Patient/Parent ☐ Manufacturer ☐ Other
Address *(if different from patient or provider)*
City State Zip
Telephone no. (____) _____

1. State
2. County where administered
3. Date of birth mm / dd / yy
4. Patient age
5. Sex ☐ M ☐ F
6. Date form completed mm / dd / yy

7. Describe adverse events(s) (symptoms, signs, time course) and treatment, if any

8. Check all appropriate:
☐ Patient died (date mm / dd / yy)
☐ Life threatening illness
☐ Required emergency room/doctor visit
☐ Required hospitalization (_____days)
☐ Resulted in prolongation of hospitalization
☐ Resulted in permanent disability
☐ None of the above

9. Patient recovered ☐ YES ☐ NO ☐ UNKNOWN

10. Date of vaccination mm / dd / yy Time _____ AM PM

11. Adverse event onset mm / dd / yy Time _____ AM PM

12. Relevant diagnostic tests/laboratory data

13. Enter all vaccines given on date listed in no. 10

	Vaccine (type)	Manufacturer	Lot number	Route/Site	No. Previous Doses
a.					
b.					
c.					
d.					

14. Any other vaccinations within 4 weeks prior to the date listed in no. 10

	Vaccine (type)	Manufacturer	Lot number	Route/Site	No. Previous doses	Date given
a.						
b.						

15. Vaccinated at:
☐ Private doctor's office/hospital ☐ Military clinic/hospital
☐ Public health clinic/hospital ☐ Other/unknown

16. Vaccine purchased with:
☐ Private funds ☐ Military funds
☐ Public funds ☐ Other/unknown

17. Other medications

18. Illness at time of vaccination (specify)

19. Pre-existing physician-diagnosed allergies, birth defects, medical conditions (specify)

20. Have you reported this adverse event previously? ☐ No ☐ To health department ☐ To doctor ☐ To manufacturer

21. Adverse event following prior vaccination (check all applicable, specify)

	Adverse Event	Onset Age	Type Vaccine	Dose no. in series
☐ In patient				
☐ In brother or sister				

Only for children 5 and under
22. Birth weight _____ lb. _____ oz.
23. No. of brothers and sisters

Only for reports submitted by manufacturer/immunization project
24. Mfr./Imm. proj. report no.
25. Date received by mfr./imm.proj.
26. 15 day report? ☐ Yes ☐ No
27. Report type ☐ Initial ☐ Follow-Up

Health care providers and manufacturers are required by law (42 USC 300aa-25) to report reactions to vaccines listed in the Table of Reportable Events Following Immunization. Reports for reactions to other vaccines are voluntary except when required as a condition of immunization grant awards.

Form VAERS-1(FDA)

Appendix Q
Resources

Strategic National Stockpile (SNS) Plan
Arizona County Director of Nursing Association (ACDONA)
Gila County Emergency Operations Plan
Arizona Department of Health Services: Infectious Disease Manual

Websites

Department of Health and Human Services: The Centers for Disease Control and Prevention. www.cdc.gov/flu/professionals/infectioncontrol/institutions.htm. Dec. 23, 2003. Retrieved on July 1, 2006.

NIMS Online. www.nimsonline.com. Oct. 1, 2004. Retrieved on July 15, 2006.

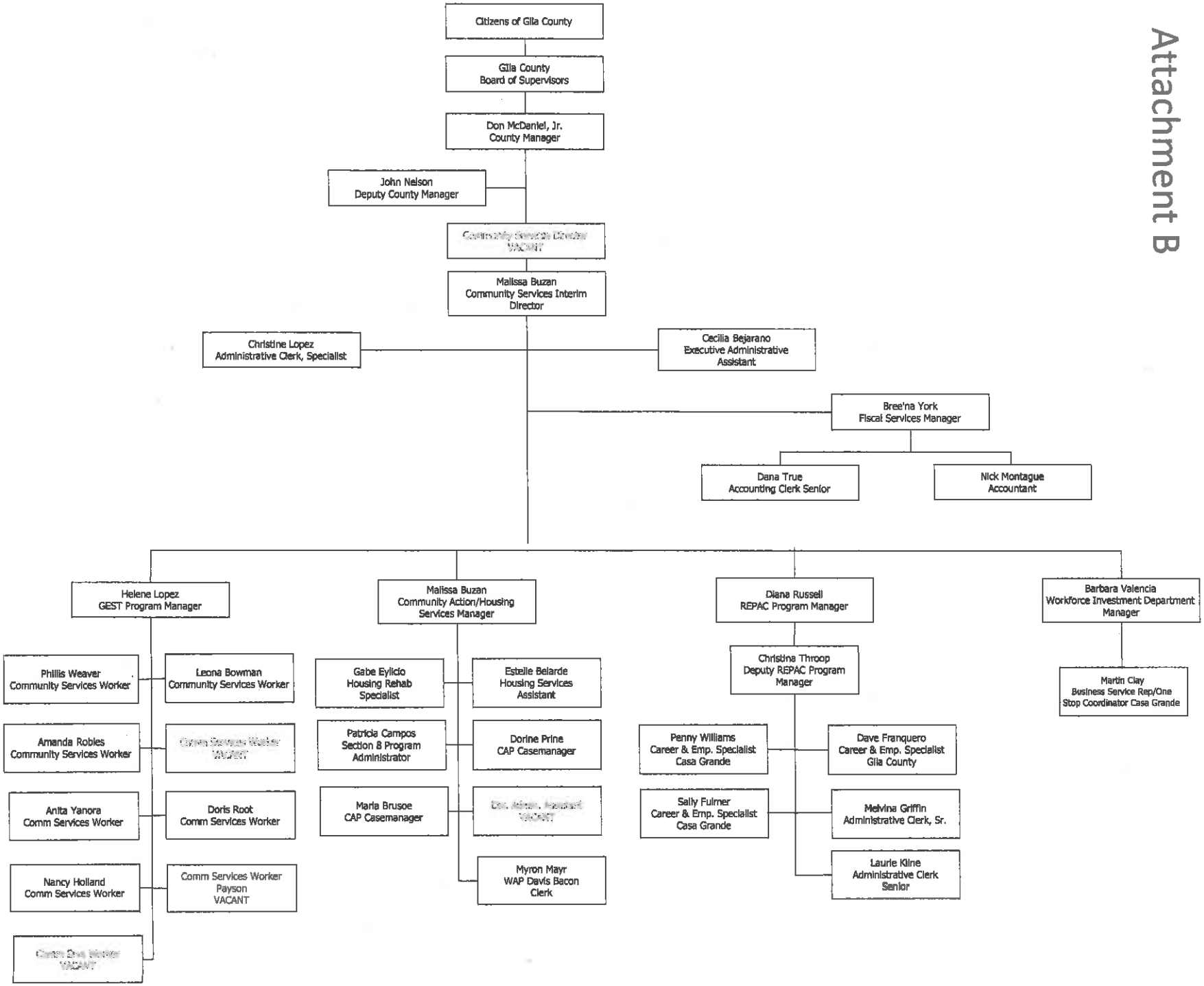
The World Health Organization. www.who.int. Information retrieved on June 15, 2006.

Gila County

Community Services Division

Organizational Chart
January 31, 2013

Attachment B



ARF-1717 **Consent Agenda Item 3- G**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Lorraine Dalrymple Health Services Program Manager Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2013 - 2017	Budgeted?:	Yes
Contract Dates Begin & End:	1/1/2013 - 12/31/2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Intergovernmental Agreement Contract No. ADHS13-041539 replacing Intergovermental Agreement Contract No. HG854284 with the Arizona Department of Health Services for the Gila County Health Services Department to operate an immunization program.

Background Information

Intergovernmental Agreement Contract No. HG854284, allowing the Gila County Health Department to provide immunizations was approved by the Board of Supervisors on February 26, 2008, and it expired on December 31, 2012. The new Intergovernmental Agreement Contract No. ADHS13-041539 replaces the expired contract and will allow the Gila County Health Department to continue to operate an immunization program for the residents of Gila County from January 1, 2013, to December 31, 2017.

Evaluation

By continuing with our immunization program, the Health Department can continue to administer the Vaccines for Children Programs (VFC) and all publicly-purchased vaccines; assess and improve immunization coverage levels; assure access to vaccines for eligible populations in Gila County; and prevent and control vaccine preventable diseases.

Conclusion

It is important that this Intergovernmental Agreement be approved by the Board of Supervisors in order to allow the Gila County Health Department to continue to operate the Immunization Program for the residents of Gila County.

Recommendation

It is the recommendation of the Director of the Division of Health and Emergency Services that the Board of Supervisors approve the Intergovernmental Agreement (Contract No. ADHS13-041539) with the Arizona Department of Health Services on a fee for service basis for the period of January 1, 2013, through December 31, 2017.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS13-041539) between Gila County and the Arizona Department of Health Services on a fee for service basis which will allow the Gila County Health Department to continue to provide Immunization Program services for the period of January 1, 2013, through December 31, 2017.

Attachments

Replacement contract

Original Contract 2008-2012

Legal Explanation

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-041539

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Immunization Program **Begin Date:** 1/1/2013

Geographic Service Area: Gila County **Termination Date:** 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health & Emergency Services

Address: 5515 South Apache Avenue, Suite 100
Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll

Phone: 928-402-8761

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Michael A. Pastor, chairman
Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS13-041539 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 20__

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

Bryan Chambers, Deputy Attorney Principal
Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature **Date**
Assistant Attorney General:

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be:

__X__ Fixed Price

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

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

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

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

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

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

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

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

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

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

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

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30)

days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible

for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

    15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

    15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

    If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the

Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Authorization for Services** Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

20. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. Background

The Arizona Department of Health Services (ADHS), Arizona Immunization Program Office (AIPO), has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC). All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

B. Objective

1. Enhance program stewardship and accountability for all publicly-purchased vaccine and Vaccines for Children Program (VFC) and Section 317 http://www.hhs.gov/recovery/reports/plans/pdf20100610/CDC_Section%20317%20Immunizations%20June%202010.pdf

2. Assess and improve immunization coverage levels.

3. Assure access to vaccines for eligible populations in Arizona.

4. Prevent and control Vaccine Preventable Diseases (VPD).

C. Scope of Services

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan.

The tasks, activities and performance measures shall be geared for the calendar year of January to December.

D. Tasks

The Contractor shall:

1. Activity One (1) Immunization Action Plan (IAP)

1.1 Develop and implement an annual IAP to ensure that immunization coverage levels in the County's young child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" located at: http://thecommunityguide.org. In addition to all other required activities, the IAP must contain the following:

1.1.1 The current delivery of immunization services in the public sector, the number of immunization clinics, the location of clinics, the dates and times of clinics, and appropriate changes made to increase immunization coverage levels;

1.1.2 The strategies to bring more clients into provider clinics and medical home offices to receive immunizations;

1.1.3 The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including National Immunization Survey results, State reports, and locally gathered statistics; and

1.1.4 A description of how activities will accomplish the objectives and tasks within this Scope of Services and address low or lagging coverage rates.

1.2 Annually present to the County Health Officer and the Board of Health a review of the County IAP including the Spring and Fall immunization assessment results.

2. **Activity Two (2) Perinatal Hepatitis B Case Management**

2.1 Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The Contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (http://www.azdhs.gov/phs/immun/documents/Perinatal-Hepatitis-B-Manual.pdf). AIPO will provide the Contractor with a listing of identified HBsAg-positive women in the County. Specifically the Contractor shall conduct the following activities and provide the state Perinatal Hepatitis B program with the following statistical information on case management and services provided to the County's perinatal Hepatitis B cases:

2.1.1 Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg-positive mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;

2.1.2 Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post serology testing within nine to fifteen (9-15) months of age;

2.1.3 Implement measures to assure that all identified household/sexual contacts of HBsAg-positive mothers in the County are offered testing (to include HBsAg and anti-HB's) for susceptibility and immunized if susceptible; and

2.1.4 Submit, at least quarterly, a Hepatitis B Line Listing Report (http://www.azdhs.gov/phs/immun/documents/Perinatal-Hepatitis-B-Manual.pdf)which includes data on HBsAg+ women, contacts, infants born to HBsAg+ women, vaccinations due, and vaccinations received by infants during the quarter.

3. **Activity Three (3) Comprehensive Clinic Assessment Software Application (CoCASA)**

3.1 Review Spring and Fall CoCASA summary reports provided by AIPO (see Exhibit One (1)), which provide data analysis of the immunization rates of children and adolescents immunized at the Contractor's clinic sites, and can be used to pinpoint strengths and areas of improvement. Share results with clinic staff to identify:

3.1.1 Missed opportunities to immunize;

3.1.2 Invalid doses;

3.1.3 Missing immunizations;

3.1.4 Coverage levels; and

3.1.5 Strategies to follow-up with under-immunized clients and to improve coverage levels.

4. **Activity Four (4) Reminder/Recall**

4.1 Conduct monthly Reminder/Recall activities that include, but are not limited to, notification to parents/guardians of all children and adolescents, and to adults, served by the County.

4.1.1 Remind parents/guardians/adults of the next vaccination visit no earlier than two (2) weeks prior to the date the next vaccination is due; and

4.1.2 Recall children, adolescents, and adults who are overdue for vaccinations no later than four (4) weeks after the missed visit.

5. **Activity Five (5) Follow-up to CoCASA Report**

5.1 Follow-up on all children who were identified as not up-to-date during the March and September CoCASA assessments. The Contractor shall utilize a reminder system such as:

5.1.1 Postcards;

5.1.2 Auto-dialer;

5.1.3 Telephone calls; and

5.1.4 Other.

6. **Activity Six (6) Arizona State Immunization System (ASIIS)**

6.1 Enroll in ASIIS and use the latest version of the ASIIS web application (www.asiis.state.az.us) to take any required training, order vaccine, and to report, within thirty (30) days, immunizations administered to all children and to adults who consent to entry into ASIIS; and to retrieve information from the ASIIS Central Registry.

6.1.1 Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: http://www.azleg.gov/ArizonaRevisedStatutes.asp and http://www.azsos.gov/public_services/table_of_contents.htm;

6.1.2 Ensure internet access for program personnel;

6.1.3 Sign a User's Agreement form annually and submit to ASIIS; and

6.1.4 Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIIS) website (https://www.asiis.state.az.us/main.jsp), which include vaccine ordering policies, inventory management and dose-level accountability.

7. **Activity Seven (7) Vaccine Management**

7.1 In cooperation with staff from AIPO, complete an annual on-site Clinic Practices Operational Review and/or Vaccine Management Review of Contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at: http://pediatrics.aappublications.org/content/112/4/958.extract and the *Standards for Adult Immunization Practices* (located at http://www.azdhs.gov/phs/immun/pdf/immunications/winter07/InsertA_Winter2007.pdf) as guides in conducting the review. The review procedure shall include:

7.1.1 A review of clinic immunization practices; and/or

7.1.2 An audit of clinic vaccine management practices.

7.2 The Contractor shall be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues to which the Contractor has distributed vaccine.

8. **Activity Eight (8) Enrollment in VFC Program**

8.1 Enroll as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine located at: (http://www.azdhs.gov/phs/immun/act_aipo.htm#vfc).

9. **Activity Nine (9) VPD Case Management/Flu Surveillance**

9.1 Conduct the following activities related to VPD (including but not limited to, diphtheria, tetanus, pertussis, polio, meningococcal disease, Hib, measles, rubella and congenital rubella syndrome, mumps, hepatitis A, and hepatitis B) surveillance, coordinating efforts with the ADHS Office of Infectious Disease Services (OIDS) and AIPO:

9.1.1 Maintain a passive surveillance system for VPDs and perform investigation of each suspected VPD;

9.1.2 Facilitate appropriate laboratory testing of specimens;

9.1.3 Notify OIDS of all cases of VPD (suspected, probable, and confirmed) in a timely manner, and complete the ADHS VPD investigation and reporting forms or electronic screens;

9.1.4 Complete outbreak summary reports; ensure proper, accurate and timely reporting by schools and by providers for varicella surveillance; and work with OIDS to complete varicella reports; and

9.1.5 Conduct year-round influenza surveillance by appointing a Local Influenza Surveillance Coordinator to be responsible for selecting and recruiting surveillance sites, collecting data from selected sources, and submitting data to OIDS on a weekly basis during influenza season.

9.2 Protocols for these activities are specified in "Case Definitions for Reportable Communicable Diseases" located at: http://www.azdhs.gov/phs/oids/pdf/casedefinitions.pdf; "Infectious Disease Investigation Manual" located at: http://www.azdhs.gov/phs/oids/investigations/manual.htm; and Vaccine Preventable Disease Surveillance Manual" located at: www.cdc.gov/vaccines/pubs/surv-manual/index.html.

10. **Activity Ten (10) Outreach Education**

10.1 Distribute and encourage the use of the *Arizona Lifetime Immunization Card (ALIC)* located at: http://www.azdhs.gov/phs/immun/pdf/forms_request.pdf to County providers; distribute copy-ready copies of *Vaccine Information Statements (VISs)* located at: http://www.immunize.org/vis/ to County providers; *Arizona School Immunization Record (ASIRs)* http://www.immunize.org/vis/ to County schools; and *Emergency Information and Immunization Record Cards (EIIRCs)* http://www.azdhs.gov/als/forms/ccgh11.pdf to County Child Care Facilities and document distribution in the Quarterly Progress Report;

10.2 Distribute "new mother" information/education which will include, but not be limited to, the Arizona Lifetime Immunization Record (ALIR) located at: http://www.azdhs.gov/phs/immun/pdf/forms_request.pdf and a current immunization schedule, to all birthing centers in the Contractor's county and document distribution in the Quarterly Progress Report;

10.3 In partnership with public and private sector organizations promote immunizations by using educational materials, social media, special mailings, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods; and

10.4 Conduct activities to promote and increase attendance of children, adolescents, and adults, as appropriate, at existing immunization clinics during National Infant Immunization Week (NIIW) in April, Child Health Month in October, National Influenza Vaccination Week, and other immunization promotional events.

11. **Activity Eleven (11) Healthcare Provider Education**

11.1 Present at least one (1) one-hour immunization education programs for the staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. The program shall include the topics of vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling. The Contractor shall report these sessions to AIPO in the Quarterly Progress Reports.

12. **Activity Twelve (12) Staff Education**

12.1 Regularly update all immunization clinical staff on appropriate and timely education and training on immunization-related issues by ensuring that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases program or the annual update (available as a DVD or web-on-demand product from CDC); and

12.2 Ensure that the County Immunization Program Coordinator, or appropriate substitute, attends four (4) Quarterly Immunization Services meetings conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) immunization education program.

13. **Activity Thirteen (13) Vaccine Adverse Event Reporting System (VAERS)**

13.1 Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act (Section 2126 of the Public Health Service Act, 42, U.S.C. Section 300aa-26 located at: http://www.cdc.gov/vaccinesafety/Vaccine_Monitoring/history.html;

13.1.1 Submit reports of adverse reactions to the electronic VAERS within seventy-two (72) hours of notification of the adverse event located at: http://vaers.hhs.gov/index;

13.1.2 Follow-up on any reports as requested by CDC or AIPO; and

13.1.3 Submit a copy of the electronic VAERS report and any follow-up reports to AIPO.

14. **Activity Fourteen (14) Insurance Reimbursement**

14.1 Explore methods and seek reimbursement, when possible, for immunization administration fees from Medicaid health care plans, KidsCare, private health care plans, and Medicare.

15. **Activity Fifteen (15) School/Childcare Immunization Data Reports (IDRs)**

15.1 Support and work directly with school and childcare facilities in order to improve compliance with state immunization requirements located at: http://www.azdhs.gov/phs/immune/index_schchld.htm and the submission of required reports, in the format specified by AIPO/ADHS located at: http://www.azdhs.gov/phs/immun/documents/idr_form.htm. AIPO will provide to the Contractor lists of schools and childcare centers that might need assistance with compliance. Work will include on-site visits to provide education and technical assistance. The Contractor shall:

15.1.1 Review immunization records;

15.1.2 Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;

15.1.3 Complete and submit, to AIPO, the site's IDR for each grade level required by AIPO/ADHS; and

15.1.4 Include a copy of the submitted school/childcare IDR(s), signed by both the Contractor and school/childcare representative, as supporting documentation to the Contractor Expenditure Report (CER).

16. **Activity Sixteen (16) VPD Outbreak and Pandemic Preparedness**

16.1 In conjunction with State public health preparedness programs, the Contractor shall develop or revise plans for responding to VPD outbreaks and pandemic responses in coordination with equivalent public health preparedness programs and other relevant partners, such as communicable disease groups, including mass vaccination, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel. VPDs include, but are not limited to measles, pandemic influenza, and anthrax.

17. **Activity Seventeen (17) Adult Immunizations**

17.1 Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels striving to reach Healthy People 2020 immunization rates located at: www.healthypeople.gov.

The Contractor shall:

17.1.1 Inform providers and beneficiaries that pneumococcal and influenza vaccine and their accompanying administrative costs are Medicare-covered benefits;

17.1.2 Provide consultation, technical assistance, and advocacy to nursing homes and assisted-living facilities to promote influenza and pneumococcal immunizations for residents and staff;

17.1.3 Provide education and assessments of coverage levels;

17.1.4 Encourage use of a standardized immunization record;

17.1.5 Encourage participation in The Arizona Partnership for Immunization (TAPI) coalition on the adult immunization subcommittee;

17.1.6 Provide and implement a strategy addressing the immunization rates of special adult populations (i.e., college students, educators, health care workers, and child care employees);

17.1.7 Immunize adults if vaccine is available; and

17.1.8 Target at-risk adults, healthcare workers, and others with vaccine and educational messages.

18. **Activity Eighteen (18) Child Immunizations**

18.1 In partnership with public and private sector organizations, such as Women, Infants, and Children Program (WIC), promote child immunizations in an effort to raise coverage levels, striving to reach Healthy People 2020 immunization rates (www.healthypeople.gov). Contractor will target, but not be limited to, the following:

19.1.1 Children two (2) years of age and younger, school and childcare required immunizations, and women, infants and children enrolled in the (WIC) programs;

19.1.2 Adolescents in locations such as teen centers, junior/middle schools, and juvenile detention; and

19.1.3 Children of mothers born after September 30, 1983 in countries with chronic hepatitis B infection of two (2) percent or higher (Asia, Africa and northern South America).

19. **Activity Nineteen (19) (At the Contractor's Option)**

19.1 Conduct one (1) or more site visit(s) to each birthing hospital participating in the Perinatal Hepatitis B Program. The Contractor should encourage and ensure policies and procedures for maternal screening, prophylaxis of high-risk infants, and routine immunization of all infants are in place. The Contractor shall provide professional and parent educational materials and offer educational programs to labor and delivery and newborn nursery staff. The Contractor shall report the findings of this visit to AIPO.

20. **Activity Twenty (20) (At Contractor's Option)**

20.1 Continue to have an Immunization Coalition. The Contractor should ensure that the Immunization Coalition Executive Committee meets quarterly to assist with the development of the IAP and propose ways of removing barriers to immunization. The coalition executive committee shall meet at least semi-annually. At least fifty percent (50%) of the members should represent organizations other than the County Department of Public Health.

E. Requirements

1. The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children under the age of two (2) years in both the public and private sectors of health care. Funds shall be used for immunization related services and activities and in accordance with any federal and state regulations.

F. State Provided Items

The Arizona Immunization Program Office will provide:

1. CoCASA Summary Report (example) which contains Assessment criteria for children twelve to twenty-three (12-23) months old and twenty-four to thirty-five (24-35) months old.

G. Deliverables

The Contractor shall:

1. Complete and submit a quarterly Contractor's Expenditure Report (CER) listing all reports/summaries for which reimbursement is due within thirty (30) days of the end of the quarter. The Contractor is expected use the funds received from the CER for immunization-related services and activities and in accordance with any Federal and State regulations.

2. Complete and submit reports as indicated in Exhibit One (1), Scheduled Reports Delivery.

H. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

   Immunization Services Manager
   Immunization Program Office
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 120
   Phoenix AZ 85007
   Telephone: 602:364-3626
   FAX: 602:364-3285

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

   Gila County Health & Emergency Services
   5515 South Apache Avenue, Suite 100
   Globe, Arizona 85501
   Attn: Michael O'Driscoll, Director
   Phone: 928-402-8761
   Fax: 928-425-0794
   E-Mail: modriscoll@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS13-041539	PRICE SHEET

Immunization Program
Effective Date: January 1, 2013 through December 31, 2013*

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Salary/Fringe	Yearly	N/A	Total	$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age	Quarterly	$50.00	Visit	As approved by ADHS and authorized by purchase order
Immunization Completion for children zero (0) to eighteen (18) years of age	Quarterly	$100.00	Visit	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	$300.00	Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	$200.00	Case	
School/Childcare IDR Management – Preparation and Submittal	Quarterly	$250.00	Each/per grade level IDR	
Immunization Visit for adults nineteen (19) years of age and older	As funding is available	$50.00	Visit	
Immunization Visit for Flu Vaccine, in children and adults	When specific flu vaccine funds are available	$50.00	Visit	

***Prices may be reviewed and adjusted annually over the term of the Contract.**

Scheduled Reports Delivery

Reports	Due Date
Immunization Action Plan (IAP)	February 1st
Quarterly Progress Reports	April 30th July 31st October 31st January 31st
Childcare Immunization Data Reports	November 15th
School Immunization Data Reports	November 15th
Hepatitis B Line Listing Report (submitted with CER)	April 30th July 31st October 31st January 31st
Contractor Expenditure Report	April 30th July 31st October 31st January 31st

Fee for Service Definitions

A. Fixed Price

1. Immunization Administration

1.1 "Immunization Visits" is the rate paid to supplement the administration cost for each child immunization visit. Source document: Vaccines for Children Accountability Log to be submitted with the quarterly Contractor's Expenditure Report (CER).

1.2 "Completions" is the rate paid for each child who completes (receives) four (4) DTaP, three (3) Polio, one (1) MMR, one to four (1-4) Hib, three (3) Hep B, and one (1) Varicella by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. Source document: ASIIS Completion Report to be submitted with the quarterly CER.

2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

2.1 "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported on the Hepatitis B Line Listing Report which shall accompany the quarterly CER.

2.2 "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant' s name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B # 1, and the name of the infant's health provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg -positive mothers should receive Hepatitis #3 optimally by six (6) months of age (a grace period of two months is allowed for a "completed series"). Contract payment will only be paid until twelve (12) months of age. All services will be reported on the Hepatitis B Line Listing Report which shall accompany the quarterly CER.

3. Immunization Data Report (IDR) Submission

3.1 An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from a school or child care center about children in an age group or at a grade level required by ADHS and posted at http://www.azdhs.gov/phs/immun/idr_forms.htm. IDRs must include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from immunization requirements. In addition to the information listed above, IDRs from child care centers must also include the name or identification number of each enrolled child and the immunization history for each enrolled child. Schools and child care centers are required to submit an annual Immunization Data Report per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

3.2 "Immunization Data Report Submission" is the rate paid per childcare center or per grade level for a school Immunization Data Report. This rate includes at least one site visit to the school or child care center and documentation of the completed Immunization Data Report signed by a representative of the school or child care center, and a member of the CHD staff, submitted with the CER.

INTERGOVERNMENTAL AGREEMENT (IGA)
Contract No. HG854284

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Immunization Program **Begin Date:** 1/01/2008

Geographic Service Area: Gila County **Termination Date:** 12/31/2012

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S §§ 11-951, 11-952, 36-104 and 36-132 The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

X	Counties:	A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
	Indian Tribes:	A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
	School Districts:	A.R.S. §§ 11-951, 11-952, and 15-342.
	City of Phoenix:	Chapter II, §§ 1 & 2, Charter, City of Phoenix.
	City of Tempe:	Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.
	Other:	

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract. from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Gila County Health Department

Address: 5515 S. Apache Avenue, Suite 100

Globe AZ 85501

City, State Zip Code

FOR CLARIFICATION, CONTACT:

Name: Lorraine Dalrymple, RN

Phone: 928 402-8807

FAX No.: 928 425-0794

Jose Sanchez, Chairman
Printed Name

02-26-08

Signature of person authorized to sign Date

Pursuant to A.R.S § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

1 24 08

Signature Date

Bryan Chambers, Chief Deputy Attorney
Print Name and Title

This contract shall henceforth be referred to as Contract No. HG854284 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.

State of Arizona

Signed this 5th day of March, ~~2007~~ 2008

Chief Procurement Officer

Attorney General Contract, No. PIGA2007002730 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

3/4/08

Signature Date

Elizabeth Dietz

Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 29747
Filed with the Secretary of State
Date Filed: 3-7-08

Secretary of State

By:

1. **DEFINITION OF TERMS.** As used in this Contract, the terms listed below are defined as follows:

"Attachment" means any document attached to the Contract.
"ADHS" means Arizona Department of Health Services
"Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract
"Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, any Contract Amendments and any terms applied by law
"Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract
"Contractor" means any person who has a Contract with the Arizona Department of Health Services.
"Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of the State procurement code
"Days" means calendar days unless otherwise specified.
"Exhibit," means any item labeled as an Exhibit.
"Fixed Price" establishes a set price per unit of service The set price shall be based on costs, which are reasonable, allowable and allocable
"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
"Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
"Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by the State, becomes an obligation of the State.
"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.
"State" means the State of Arizona and/or the ADHS For purposes of this Contract, the term "State" shall not include the Contractor

2. **CONTRACT INTERPRETATION**

2.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona

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 Referenced Documents

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

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.

2.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

3. CONTRACT ADMINISTRATION AND OPERATIONS

3.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date

3.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule.

3.3 Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-336), and all other acts required for compliance with the federal funding source.

3.4 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 ("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

3.5 Audit. Pursuant to A.R S § 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 6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund

3.6.1 *Federal Funding* Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable The federal financial assistance information shall be stated in a Change Order or Purchase Order.

3 6 2 *State Funding* Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A R.S § 35-181.03

3.7 Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities,

subcontractor facilities and the Contractor's processes for producing the materials for inspection of the 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 at the Contractor's facilities nor testing shall constitute final acceptance of the materials. 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.

3.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

3.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

3.10 Property of the State

3.10.1 *Equipment.* The title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

3.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

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 Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

4.2 Recoupment of Contract Payments.

4.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

4.2.2 *Contracted Services.* If the number of services provided is less than the number of services for which the

Contractor received compensation, funds to be returned to the ADHS shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term

4.2.3 *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 4.2 2, Contracted Services.

4 2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability

4.3 Delivery. Unless stated otherwise in this Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations

4 4 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

4.5 Applicable Taxes

4.5.1 *State and Local Transaction Privilege Taxes* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.5.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4 5 3 *I.R S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I R.S. W9 Form on file with the State of Arizona.

4.6 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the current fiscal year. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5. CONTRACT CHANGES

5.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes

5.2 Subcontracts The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer The Subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

5 3 Assignments and Delegation The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably

withhold approval

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, Change Order or Contract Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

6.3 Indemnification - Patent and Copyright. To the extent permitted by A R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph

6.4 Force Majeure.

6.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence

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

6.4 4 *Default*. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

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 the fulfillment of this Contract.

7. WARRANTIES

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are 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 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 and 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 and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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.

8.2 Stop Work Order

8.2.1 *Terms* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage
8.2.2 *Cancellation or Expiration* If a stop work order issued under this clause is canceled or the period of the

order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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

8.4 Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, 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

8.6 Right to Purchase Materials or Complete Work In the case of default, the State shall have the right to procure materials or services to replace those under this Contract in accordance with the Arizona procurement code The State may recover any reasonable costs from the Contractor by.

8.6.1 Deduction from an unpaid balance;
8.6.2 Collection against the bid and/or performance bond;
8.6.3 An action to recover costs; and/or
8.6.4 Any combination of the above or any other remedies as provided by this Contract or law.

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

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.

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 immediately 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. 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 The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract.

9 6 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

9 7 1 Disposition of Property Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

10. ARBITRATION

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:

10 1 Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause;

10.2 Public Works Contracts In all claims involving public works contracts, if the amount in controversy is less than one hundred thousand dollars, arbitration shall be used.

11. COMMUNICATION

11.1 Program Report: The Contractor shall provide program reports in a format approved by ADHS on all activities in the performance of the Contract

11.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating its activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

12. CLIENT GRIEVANCES

The Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that results in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State. The State, at its discretion, may participate in or review all such grievances within 30 days after the Contractor has submitted its findings for the initial grievance.

13. INSURANCE

13.1 Type of Insurance. Contractor represents that it is insured and/or self-insured pursuant to:

- [x] **Counties, Cities Towns: A.R.S. §§ 11-952.01 and/or 11-981.**
- [ ] **School Districts: A.R.S. §§ 15-382 and/or 15-387.**
- [ ] **Indian Tribes/US Government: Contractor represents that it is insured and/or self-insured.**
- [ ] **Other: Maricopa Integrated Health Services A.R.S§§48-5501**

13.2.1 Sovereign Immunity. Pursuant to A R S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit

14. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES

14.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained class 1 or class 2 fingerprint clearance cards in accordance with A R.S §§ 41-1758 et. seq The Contractor may, when applicable, submit verification of fingerprinting and certification of an employee by the Department of Economic Security, the Department of Corrections or the Arizona Supreme Court to meet this requirement.

14.2 Supervision. The Contractor shall ensure and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles

14.3 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

15. ADMINISTRATIVE CHANGES

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error The Procurement Office shall subsequently send to the Contractor notice of corrections to Administrative Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. FUNDING CAP CHANGES

The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds

17. COST REIMBURSEMENT CONTRACT CHANGES

The Contractor and the State agree that, in a Cost Reimbursement contract that is not the result of a bid under A R.S §§ 41-2501 et.seq., an Increase in the Total Contract Amount, or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet Levels of Service mean the required units of a particular service In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor, unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order

Contract Number	INTERGOVERNMENTAL AGREEMENT SPECIAL TERMS & CONDITIONS
HG854284	

1. **TERM OF CONTRACT (12 months)**

   The term of the resultant contract shall commence January 1, 2008 and shall remain in effect through December 31, 2012 unless terminated, canceled, or extended as otherwise provided herein

2. **CONTRACT EXTENSION**

   By mutual written contract amendment, any resultant contract may be extended for one additional twelve (12) month period. The total contract term, including extensions, shall not exceed a total of five (5) years from the effective date of the contract.

3. **CONTRACT TERMINATION**

   a. The Contractor, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

   b. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of Contractor's failure to complete the Contract.

4. **CONTRACT TYPE**

   [X] **Fixed Price**

5. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) REQUIREMENTS**

   Contractor warrants to the State that it is familiar with the requirements of the Health insurance Portability Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

   If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Pledge to Protect Confidential Information (Confidentiality Statement) and to abide by the statements addressing the creation, use and disclosure of Confidential Information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job-related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

6. **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 All 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

7. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS**

   By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and

Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG854284	

1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments since 1993 to expand delivery of immunization services. The contract's scope of work reflects activities necessary to aid the County Health Department to reach the national goals of immunization coverage outlined by the Centers for Disease Control and Prevention (CDC).

2. Objective

The objective is to assess the immunization coverage levels of children under the age of two, design a plan to increase these coverage levels, and implement activities that will aid in increasing these coverage levels. Another objective is to implement a Perinatal Hepatitis B case management program.

3. Scope of Work

A. Required Activities

Activity 1 The Contractor shall develop and implement an annual Immunization Action Plan (IAP) to ensure that immunization coverage levels in the County's birth through two-year-old population improve for both public and private health care recipients. In addition to all other required activities, the IAP must contain the following:

a. Address the current delivery of immunization services in the public sector, the number of immunization clinics, the location of clinics, the dates and times of clinics, and appropriate changes made to increase immunization coverage levels.
b. Address the strategies to bring more children into provider clinics and medical home offices to receive immunizations.
c. Address the identification of special population's pockets of need (PONs) for immunizations and report the PONs to AIPO

Activity 2 The Contractor shall implement Perinatal Hepatitis B program activities (Attachment #1) designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall conduct the following activities and provide the state Perinatal Hepatitis B program with the following statistical information on case management and services provided to the County's perinatal hepatitis B cases:

a. Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg-positive mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth.
b. Submit monthly: a log of new births to HBsAG-positive mothers; prophylaxis and vaccines provided; follow-up services; identification of on-going well-child provider; and disposition of HBsAg-positive cases in the County.
c Continue to provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post serology testing within 9-15 months of age
d Implement measures to assure that all identified household/sexual contacts of HBsAg-positive mothers in the County are offered testing for susceptibility and immunized if susceptible.
e. Submit quarterly. a Hepatitis B Quarterly Report, including a line listing using the ADHS/AIPO format (Attachment #2) that includes data on the vaccinations due and vaccinations received by infants during the quarter

Activity 3 The Contractor shall assign an appropriate individual to serve as an immunization liaison to the County Women, Infants, and Children (WIC) office The Contractor shall provide technical assistance to the County WIC staff to implement the USDA memorandum 01-56 (Attachment #3).

Activity 4 The Contractor shall utilize Comprehensive Clinic Assessment Software Application (CoCASA),

the CDC standardized assessment methodology, to assess immunization coverage levels of children 12-23 months and 24-35 months of age in all Contractor facilities. The measurement must be conducted twice a year, once in March and once in September, using the common review dates of March 1 and September 1. Applicable CoCASA reports, including single antigen, combination antigens, and diagnostic and summary reports, shall be submitted to AIPO. It is recommended that additional measurements be conducted in June and December.

Activity 5 The Contractor shall conduct monthly Reminder/Recall activities that include, but are not limited to, notification to parents/guardians of all children under 24 months of age served by the County. The Contractor shall:

a Remind parents/guardians of the next vaccination visit no earlier than two weeks prior to the date the next vaccination is due.
b Recall children who are overdue for vaccinations no later than four weeks after the missed visit.

Activity 6 The Contractor shall follow-up on all children who were identified as not up-to-date during the March and September CoCASA assessments. The Contractor will utilize a reminder system such as:

a Postcards
b Auto-dialer
c Telephone calls
d. Other

Activity 7 The Contractor shall use the latest version of the ASIIS web application as provided by AIPO to report immunizations administered to all children and to retrieve information from the ASIIS Central Registry. In addition to adhering to ARS 36-135, the Contractor shall:

a Ensure internet access for program personnel
b Sign a User's Agreement form annually and submit to ASIIS (Attachment #4).

Activity 8 The Contractor shall continue to randomly select and validate immunization records entered into the Contractor's local database prior to entry into the Arizona State Immunization Information System (ASIIS). Transmission of the data should occur twice a month to ASIIS via Internet, electronic file transfer, or by CD. Records should be randomly selected and validated for accuracy on a weekly basis. The Contractor shall acknowledge in the quarterly report the results of the random weekly validation and identify the problems encountered.

Activity 9 The Contractor shall complete on-site Clinic Practices Operational Reviews and/or Vaccine Management Reviews of clinics/sites that receive publicly purchased vaccine from the County Health Department. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* as a guide in conducting the review. The review procedure shall include:

a. A review of clinic immunization practices, and/or
b. An audit of clinic vaccine management practices.

Activity 10 The Contractor shall enroll as a Vaccines for Children (VFC) provider and comply with the program requirements

Activity 11 The Contractor shall conduct activities to promote and increase attendance of children, birth to two (2) years, at existing immunization clinics during National Infant Immunization Week (NIIW) in April and during Child Health Month in October

Activity 12 The Contractor shall annually present to the County Health Officer and the Board of Health an in-depth review of the County IAP including the Spring and Fall immunization assessment results.

Activity 13 The Contractor shall ensure that the County Immunization Program Coordinator, or appropriate substitute, attends: four (4) Quarterly Immunization Services meetings conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) immunization education program.

Activity 14 The Contractor shall conduct vaccine storage and handling Quality Assurance Review (QAR) site visits to all providers that receive VFC vaccine from their inventory. The CDC software CoCASA shall be used to document the results of the site visit A copy of each site visit report, which includes corrective actions, will be provided to AIPO Vaccine Center within two weeks of the site visit. An annual CoCASA summary report of all QAR site visits made during the previous calendar year will be provided to AIPO Vaccine Center by January 31st the following year.

Activity 15 The Contractor shall conduct the following activities related to vaccine preventable disease (VPD) surveillance:

a. Maintain a passive surveillance system for VPDs and conduct active surveillance when needed (i e., during outbreaks). Examples of active surveillance include contacting hospitals, laboratories, and/or providers on a regular basis (i.e., weekly) to inquire about possible unreported cases of disease and/or indicators of diseases
b Initiate an investigation of each suspected VPD within 48 hours of report
c Facilitate appropriate laboratory testing by collecting specimens and submitting them to the Arizona State Laboratory (ASL) arranging for transport of specimens from reference laboratories to the ASL (see Attachment #10). For culture-confirmed cases of pertussis, invasive *Haemophilus influenzae* and invasive meningococcal tested at reference laboratories, assure that isolates are transported to the ASL as part of the investigation. If it is not possible to forward the isolate to the ASL (i.e., specimen not viable, etc.), indicate on the corresponding VPD investigation form why specimen cannot be forwarded to the ASL
d. Notify the Office of Infectious Disease Services (OIDS) of all cases of VPD (suspected, probable, and confirmed) within the next working day of the report.
e Complete the ADHS-approved VPD investigation forms and Communicable Disease Reporting Forms for each confirmed and probable case of VPD and fax and mail to OIDS upon completion (Attachment # 5). For missing or unknown information, indicate on the form why it is missing or unknown. If the information cannot be obtained from the informant, review the medical chart to abstract the missing information.
f. Following an outbreak, submit a summary report of the outbreak to OIDS within one month following the outbreak (A R S R9-6-203-C).
g. The above activities apply to the following VPDs: diphtheria, tetanus, pertussis, polio, meningococcal, Hib, measles, rubella and congenital rubella syndrome, mumps, hepatitis A, and hepatitis B.
h. For varicella surveillance, ensure proper, accurate, and timely reporting of varicella cases by schools and providers (Reporting by schools should occur on a monthly basis at a minimum). Report all cases on a monthly basis to OIDS. Initiate the steps for a more comprehensive varicella surveillance program.

Activity 16 The Contractor shall conduct year-around influenza surveillance each influenza season by:

a. Appointing a Local Influenza Surveillance Coordinator to be responsible for selecting and recruiting surveillance sites, collecting data from selected sources, and submitting data to OIDS on a weekly basis during influenza season The Local Influenza Surveillance Coordinator and the State Influenza Coordinator will communicate, prior to the start of the season, to review the surveillance plan
b. The Local Influenza Surveillance Coordinator will select at least one (1) influenza-like illness surveillance site per 250,000 county residents These sites will agree to report cases of influenza-like illness on a weekly basis to the Centers for Disease Control and Prevention.

Activity 17 The Contractor shall distribute and encourage the use of the *Arizona Lifetime Immunization Card (ALIC)* (Attachment #6) to County providers; distribute copy-ready copies of *Vaccine Information*

Statements (VISs) (Attachment #7) to County providers; *Arizona School Immunization Record (ASIRs)* (Attachment #8) to County schools; and *Emergency Information and Immunization Record Cards (EIIRCs)* (Attachment #9) to County Child Care Facilities and document distribution in the Quarterly Progress Report. AIPO will supply ALIRs, VISs, ASIRs, and EIIRCs to the Contractor for distribution within the County

Activity 18 The Contractor shall conduct follow-up on all suspected adverse events reported to AIPO or Vaccine Adverse Events Reporting System (VAERS), conduct any requested follow-up actions, and submit original copies of the VAERS forms per occurrence to AIPO within 72 hours of notification of the adverse event. The Contractor will maintain copies of all VAERS reports submitted to AIPO.

Activity 19 The Contractor shall distribute "new mother" information/education which will include, but not be limited to the Arizona Lifetime Immunization Record (ALIR) and a current immunization schedule, to all birthing centers in the Contractor's county and document distribution in the Quarterly Progress Report

Activity 20 The Contractor shall complete and submit a quarterly progress report within 20 calendar days after the end of each quarter addressing all activities contained in the Contractor's Immunization Action Plan (Activity 1) and all required activities within this "Statement of Work."

Activity 21 The Contractor shall complete and submit a quarterly Contractor's Expenditure Report (Attachment #11) listing all reports/summaries for which reimbursement is due, no later than ninety (90) days after the end of the quarter

Activity 22 The Contractor shall explore methods and seek reimbursement for immunization administration fees from Medicaid health care plans, KidsCare, private health care plans, and Medicare.

Activity 23 The Contractor is expected to use these funds for immunization related services and activities and in accordance with any federal and state regulations

B. <u>At the Contractor's Option</u>:

Activity 24 The Contractor shall conduct one (1) site visit to each birthing hospital participating in the Perinatal Hepatitis B Program. The Contractor should encourage and ensure policies and procedures for maternal screening, prophylaxis of high-risk infants, and routine immunization of all infants are in place. The Contractor shall provide professional and parent educational materials and offer educational programs to labor and delivery and newborn nursery staff The Contractor shall report the findings of this visit to AIPO

Activity 25 The Contractor, in collaboration with public and private sector organizations, shall promote adult immunizations in an effort to raise adult immunization coverage levels in the County. The Contractor should:

a. Inform providers and beneficiaries that pneumococcal and influenza vaccine and their accompanying administrative costs are Medicare-covered benefits.
b. In light of the new licensure requirements for skilled nursing facilities, continue to provide consultation, technical assistance and advocacy to nursing homes and assisted-living facilities to promote influenza and pneumococcal immunizations for residents and staff
c. Provide education and survey for coverage levels
d. Encourage use of a standardized immunization record.
e. Encourage participation in TAPI (The Arizona Partnership for Immunization) coalition on the adult immunization subcommittee
f. Provide and implement a strategy addressing the immunization rates of special adult populations (i.e., college students, educators, health care workers, and child care employees).

Activity 26 The Contractor, in collaboration with public and private sector organizations, shall develop and implement a plan to promote immunizations through education and provide immunizations:

a To adolescents in locations such as teen centers, junior/middle schools, and juvenile detention.

b. To children of mothers born after 09/30/1983 in countries with chronic hepatitis B infection of 2 percent or higher (Asia, Africa and northern South America).

Activity 27 The Contractor shall continue to have an Immunization Coalition The Contractor should ensure that the Immunization Coalition Executive Committee meets quarterly to assist with the development of the IAP and propose ways of removing barriers to immunization. The coalition executive committee shall meet at least semi-annually. At least 50% of the members should represent organizations other than the County Department of Public Health

C. Requirements

The activities in this contract will be performed by the County Health Department or its partners to increase immunization coverage levels of children under the age of two in both the public and private sectors of health care.

4. Reference Documents

CDC Vaccine Management Guide
Standards of Child and Adolescent Immunization Practices
Vaccine Adverse Events Reporting System forms
Immunization Data Report forms
CDC WIC/Immunization Guidance on Process Measures and Outcome Monitoring
Epidemiology and Prevention of Vaccine Preventable Diseases (Pink Book)
Manual for Surveillance of Vaccine Preventable Diseases
Case Definitions for Public Health Surveillance Manual
ASIIS Confidentiality Policy

5. State-Provided Items

A. The Arizona Immunization Program Office will provide:

1.) Names of the identified HBsAg-positive pregnant women in County
2.) Names of suspected cases of vaccine preventable disease in County
3.) Hepatitis B reporting forms
4.) Assessment criteria for children 12-23 months old and 24-35 months old
5.) The latest version of ASIIS web application for use in the immunization database
6.) The latest version of CoCASA
7.) VPD Investigation forms
8.) Influenza Surveillance Worksheets/Guidelines
9.) State Laboratory Specimen Submission Forms
10.) Communicable Disease Reporting Forms
11.) Specimen Kits for Influenza, Pertussis and Viral Collection
12.) Educational and technical guidance through presentation at quarterly IAP coordinator meetings and ASIIS user group meetings
13.) Technical assistance upon request
14.) Technical support specific to health education efforts
15.) WIC Linkage Process Measure Logs
16.) Quarterly *ASIIS* user groups meetings
17.) Technical support/assistance for ASIIS software
18.) Training for input operators of ASIIS software
19.) VFC Operations Guide
20.) ASIIS Confidentiality Policy

21.) ASIIS User's Agreement Statement
22.) Letter indicating percentage of federal and state vaccine usage from prior year to meet federal audit requirements.

6. Deliverables

See the Immunization Contract Fee Schedule Definitions, Reports Delivery Schedule, and Fee Schedule (see Item 7 below and pages 20 - 21).

7. Fee for Service Definitions

A. Administration fee per immunization visit

The cost reimbursement rate paid to supplement the administration cost for each child immunization visit. Source document: *Vaccine Order Summary, or ASIIS VFC* report submitted monthly or bimonthly by the county health departments to the Vaccines for Children program

B. Completions

The cost reimbursement rate paid for each child who completes (receives) 4 DTaP: 3 Polio: 1 MMR: 1 – 4 Hib: 3 Hep B: 1 Varicella vaccines by 24 months of age. Source document: a printout generated by ASIIS program submitted monthly by the County Health Departments listing each child, birth date and age at which doses were received

C. Perinatal Hepatitis B Case Management

Case management of a perinatal hepatitis B case spans from the mother's initial interview to completion of all preventive services for the infant and household/sexual contacts. Cases should not take more than 18 months to complete.

Contract payment for each case will be paid in two increments depending upon completion of prenatal services and postnatal services

The cost reimbursement rate paid for prenatal services Prenatal services include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services All services will be reported on the line listing form to the state office.

The cost reimbursement rate paid for postnatal services Postnatal services include obtaining name of birth hospital; infant's name, DOB, date of HBIG and hepatitis B #1; and name of well child provider Obtain subsequent dates of the remaining 2 doses of hepatitis B vaccine by 6-8 months of age* and dates and results of post serology follow-up or documentation of refusal.

Elements for ideal and recommended case management of positive HBV pregnant women include:

1) Prenatal Services:

a Client interview: An initial interview with the positive mother will be made to introduce the program. The initial interview is best completed as a home visit.

b Patient education:

(1.) What the test results mean
(2.) The possible course of the disease
(3.) How the patient can take care of herself
(4.) How the patient can avoid giving hepatitis B to others
(5.) The seriousness of the disease in babies and young children

(6) How the baby will need to be managed regarding preventive treatment and follow-up Written educational information will be left with the mother.

c Household and sexual contact services:

(1.) All contacts will be offered Anti-HBc testing for susceptibility
(2.) If already received, immunizations or testing status documented. If contacts refuse service, documentation of refusal
(3.) Hepatitis B immunizations will be given if susceptible
(4) Contacts will be given written educational information, i.e pamphlets, etc.

2.) Post Natal Services

a. Information follow-up:

(1.) The caseworker will obtain the name and date of birth of the new infant and the name of the well child provider who will be providing services to the infant after birth. This information will be forwarded to the state office as soon as possible for initiation of "exposure notification" letter
(2.) Information will be left with the family regarding where and whom to call in the event of a change of address.
(3.) Tracking: Infants will be tracked through the 3-dose hepatitis B series using reminder recall to ensure #2 at 1 month, and # 3 at 6 months. Tracking will be continued until post serology follow-up is completed at 9-12 months of age
(4.) Reporting: All testing and immunization data will be reported to the state perinatal program on the perinatal line listing form. Forms will be sent in either monthly (Maricopa and Pima), or quarterly (remaining 13 counties)

b Per CDC guidelines, infants born to HBsAg positive mothers should receive hepatitis B #3 optimally by 6 months of age (a grace period of 2 months for a completed series is allowed) Contract payment will only be paid until 12 months of age.

8. Notices, Correspondence and Reports

A. Notices, Correspondence, Reports from Contractor to ADHS shall be sent to:

Immunization Services Manager
Arizona Immunization Program Office (AIPO)
150 N. 18th Ave., Suite 120
Phoenix, AZ 85007-3233
Phone: 602-364-3630 Fax: 602-364-3285

B. Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

Director
Gila County Health Department
1515 S Apache Ave.
Globe, AZ 85501-1428
Phone: 928-425-3189 Fax. 928-425-0794

C Payments from ADHS to the Contractor shall be sent to (if different from the above address):

Organization: _____
Attention: _____
Street Address: _____
City, State and Zip Code: _____
Telephone/E-Mail: _____

9. **Reports Delivery Schedule**

Reports/Activity	Date Due
Immunization Action Plan #1	January 31st
Hepatitis B Report #2	April 20th
Immunization Assessment #4 Reminder/Recall Summary #5 Record Validation summary #8	April 20th April 20th April 20th
Hepatitis B Report #2	July 20th
Reminder/Recall Summary #5 Record Validation Summary #8	July 20th July 20th
Hepatitis B Report #2	October 20th
Immunization Assessment #4 Reminder/Recall Summary #5 Record Validation summary #8	October 20th October 20th October 20th
Hepatitis B Report #2	January 20th
Reminder/Recall Summary #5 Record Validation Summary #8	January 20th January 20th
Follow-Up Assessment #6 Immunization Education Programs #9	December 31st December 31st

Deliverables/Fee Schedule				
Salary/Fringe		$25,000		
Total Cost Reimbursement (not to exceed)				**$25,000**
FEE FOR SERVICE				
ACTIVITY	**DATE DUE**	**UNITS**	**RATE**	**TOTAL**
Administration fee per immunization visit of a child 18 years of age and younger	1/1 to 12/31	As Needed	$15.00 per visit immunized	As Needed
Completions	1/1 to 12/31	As Needed	$25.00 per completion	As Needed
Hepatitis B Case Management PRENATAL	1/1 to 12/31	As Needed	$200.00 per case managed	As Needed
Hepatitis B Case Management POSTNATAL	1/1 to 12/31	As Needed	$125.00 per case managed	As Needed
Total Fee for Service				**As Needed**

Total deliverables billed/invoiced must not exceed the amount on the purchase order issued, if additional funds are needed a change order will be issued.

List of Attachments

Attach #	Description
1	Guidelines for Case Management of Perinatal Hepatitis B Carriers and Contacts
2	Line Listing for Perinatal Hepatitis B program Services
3	Final WIC Policy Memorandum #2001-7 – Immunization Screening and Referral in WIC
4	ASIIS User Agreement
5	Communicable Disease Report
6	Lifetime Immunization Record
7	Vaccines & Immunizations
8	Arizona School Immunization Record
9	Emergency Information and Immunization Record Card
10	Arizona Department of Health Services - Bureau of State Laboratory Services form
11	Contractor's Expenditure Report

Attachment #1

GUIDELINES FOR CASE MANAGEMENT OF PERINATAL HEPATITIS B CARRIERS AND CONTACTS

Purpose

The Office of Maternal Child Health, Division of Family Health Services, Arizona Department of Health Services, has developed this document to provide guidelines on Community Nursing Services to nurses who provide services to infants of Hepatitis B positive mothers, and families and individuals who have come in contact with Hepatitis B. The guidelines are intended to assure consistency and high quality of services to infants, mothers and families in Arizona.

Definition

Community Nursing Services is a dynamic process that promotes effective and efficient organization and utilization of resources to assure access to necessary health services for women, their infants and families.

Components

The components of case management include identification, assessment, intervention plan, intervention and evaluation. These components are dynamic and flexible.

A methodology for each component is described and should be followed by the case manager in his/her interactions with clients and their families.

I. IDENTIFICATION OF HEPATITIS B CARRIERS AND CONTACTS

A. Identification of Hepatitis B carriers and contacts may involve both private physicians and agencies. The focus is to identify women, prenatally or perinatally, who have tested positive for Hepatitis B. Reports of pregnant women, infants, families and individuals exposed or testing positive to Hepatitis B will be made to the county health departments.

B. The county health departments will notify:

1) The Arizona Department of Health Services, Arizona Immunization Program Office and;
2) The county follow-up nurse.

II. ASSESSMENTS: An assessment of the newborn infant, carrier mothers, and families identified as hepatitis B carriers or contacts is one of the most critical elements of case management. As a minimum, this assessment must occur during the initial home visit and

with each additional follow-up visit to include 1 month and 6 month visits. An environmental, psychosocial, infant, and postpartum visit must be conducted.

A. Environmental Assessment: Physical components: the physical environment should be safe and provide a safe healthy, nurturing arena for growth. It is important to assess the following factors:
   1) Safety considerations
      a. Child proofing
      b. Cleanliness
      c. Restraints-infant seats, high chair, play pens
   2) Housing adequacy
      a. Sanitation, utilities
      b. Temperature control
      c. Pest control
      d. Fire Hazards
      e. Space
      f. Food supply
   3) Age appropriate toys
   4) Noise level

B. Psychosocial environment: The psychosocial environment should provide an emotionally safe and nurturing arena for growth. The factors included in a psychosocial assessment include:
   1) Adult dynamics
   2) Emotional climate
   3) Parenting and family interaction
   4) Social structure
   5) Relationship of family to the community i.e., support systems and utilization of family resources.
   6) Cultural and spiritual beliefs

C. Infant Assessment: The purpose of this assessment is to determine if the infant is developing at a regular rate and progressive rate and acquiring appropriate life skills (considering his physical and mental resources). Infant assessments will include the following:
   1) History and pertinent demographic information, to include:
      a. Age, birth date of infant
      b. Names of both parents and DOB for mother and father
      c. Brief summary of hospital course by parent report
      d. Health care provider name and phone number
      e. Special medical needs
      f. Intervention program
      g. Immunization record to include immunizations for Hep B
      h. Parent perceptions of infant's degree of wellness or illness

2) Physical Assessment of the child includes:
    a. Cardio-respiratory: heart rate, respiratory rate
    b. Sensory-vision, hearing, touch, smell
    c. Muscle tone/coordination: tonic neck reflex
    d. Neurological system: babinski reflex
    e. Skin-color, temperature
    f. Orthopedic
    g. Genital-urinary-excretory
3) Nutritional assessment of the infant includes:
    a. Monitoring of growth
    b. Intake amounts
    c. Breast-feeding or bottle-feeding
    d. Frequency of feedings
    e. Elimination pattern
4) Sleep Assessment of the infant includes:
    a. Time and duration of sleep period
    b. Sleep versus wakeful periods
    c. Crib/bassinet space for sleep
5) Developmental Assessment of the newborn includes:
    a. Attainment of milestones
    b. Reflexes
    c. Quality of movement
    d. Fine and gross motor skills
    e. Language/cognitive
    f. Personal-social

D. Postpartum Assessment of Mother: the purpose of this assessment is to determine if the mother is adjusting to the changes in her life, responding to her infant, and caring for herself. Maternal assessments will include the following:
1) Maternal history, to include:
    a. Age and DOB
    b. Gravida and para determinations, including number of living children
    c. Review of pregnancy
    d. Brief summary of hospitalization
    e. Health care provider name and phone number
    f. Special medical needs
    g. Intervention program
    h. Immunizations/ Hepatitis B vaccination schedule
    i. Perception of own health status
    j. Family planning
2) Nutrition Assessment
    a. Breast-feeding or bottle-feeding: nipple care and/or bottle

preparation

b. Mother's oral and dietary intake: frequency, types, and amounts of foods eaten

c. Breastfeeding and types of foods

3) Behavioral/emotional assessment of the mother includes:

a. Predictability: can mother read infant cues?

b. Temperament: calm versus excitable

c. Locus of Control

d. Self-esteem

e. Degree of competency to care for infant

f. Response to others: affect, intonation

III. **INTERVENTION PLAN:** Using both the subjective and objective assessment information gathered, the nurse negotiates with the family (and client, in the case of Hepatitis B contacts) to develop an intervention plan. The methodology for developing this plan includes the following steps:

A. Identify strengths, weaknesses and needs of mother, infant and family.

B. Identify and prioritize problems perceived by the family.

C. Identify family and community resources available.

D. Formulate mutually agreeable strategies to address specific problems with the parent(s).

E. Develop a vaccination plan according to Hepatitis B policies and procedures that also meets the needs of individuals and families.

F. Diagnosis

IV. **INTERVENTION:** The intervention methodology will vary, depending on demonstrated family needs. The nurse's role in intervention is to assure that Hepatitis B vaccine is received by the infant, mother, family and significant contacts. The nurse may also provide education and referral. Appropriate interventions include:

A. Anticipatory guidance regarding:

1) Primary care

2) Preventive care

3) Nutrition

4) Language expectations

5) Development, both physical and psychosocial

6) Toys

7) Discipline

8) Parenting

B. Problem specific education/ counseling

C. Role modeling

D. Administration of Hepatitis B Vaccine when applicable.

E. Coordination of community resources through case conferences on individual

agency contacts.

F. Referral and follow-up.

G. Advocacy

H. Coordinate Hepatitis B follow-up activities with investigation officer.

V. **EVALUATION**: Evaluation should be an on-going dynamic process, with modifications in the care plan as necessary.

A. Evaluate the effectiveness of the care plan in terms of the family's commitment and relevance of the plan to identified needs.

B. Revise care plans as necessary.

C. Evaluate whether intervention goals have been achieved and reassess the appropriateness of other goals. Maintain contact with both family and community resources regarding compliance with and effectiveness of referrals.

D. Revise interventions and care plans as necessary.

VI. DATA COLLECTION/ DOCUMENTATION

A. A client chart for all infants, mothers and families will be maintained and will include:

1) Demographic information including A.K.A. for infant and/or mother
2) History
3) Assessment findings
4) Nursing Diagnosis
5) Care plan completed in the SOAP (Subjective, Objective, Assessment, Plan) format; updated and modified as needed
6) SOAP recording for interim home visits
7) Referrals and follow-up documentation
8) Hepatitis B vaccine and immunization schedule

GUIDELINES FOR HOME VISITS

Purpose: The Arizona Department of Health Services has provided funding through your County Health Department to provide Community Nursing Services to pregnant women, prenatally or perinatally, their infants, children, and families testing positive to Hepatitis B.

Goal: The goal of the program is to identify pregnant women who test positive to Hepatitis B. This identification provides the opportunity to prevent the spread of Hepatitis B to the newborn and allow early intervention in the care and treatment of mother, infant and family.

Target Population: The targeted population is pregnant women, prenatally or perinatally, infants, children and families who are positive for Hepatitis B. Also included are significant contacts that may have been exposed to Hepatitis B.

If you know of a woman or infant in this population who would benefit from community nursing services, or would like more information about this program, please make a referral to your appropriate county public health nursing manager.

I. General guidelines for home visits

A. Appointments should be made by phone. If no phone, schedule home visit by letter or in person by "drop in" contact.

B. Be on time (give yourself a half hour).

C. Respond to family's needs; be an active listener; approach from their viewpoint.

D. When obtaining a history, recognize that many families have difficulty expressing their emotional needs and fears. The parent's perception of the infant or child's course is an indicator to the nurse of the family's need for more information or clarification of concerns.

E. Address problems as identified by family/care giver, prioritize according to family needs (for a newborn first visit may consist of a review of pregnancy, labor delivery) and try to normalize the situation.

F. Validate the home visit with the parent by restating the situation/interview responses. Parents have "off " days; if the home visit occurs on an "off" day, the interview may not go well. Nurses do not always feel successful. Visits may be cut short or

extended based on the family situation. Flexibility is one of the main tools a nurse utilizes.

G. Discuss time and date for next contact.

H. Self evaluate the home visit
   1) Do the parents seem pleased?
   2) Was the visit effective?
   3) What could have been said or done differently?
   4) What did I learn?
   5) Should the approach be changed?
   6) Did active listening occur?
   7) Were any problems identified?
   8) Was referral well received?

II. Guidelines for Psychosocial Assessment

A. Psycho-social Environment: Share positive findings and specific strengths of the family before discussing the weaknesses, particularly when presenting information on questionable or abnormal test performance. Include in this assessment, findings from each individual of the family to emphasize mother and infant assessments.

B. Family Function: Observe interaction of adults with each other.
   1) Are adults able to communicate with each other and have similar expectations of members of family?
   2) Are expectations realistic with infant's/child's degree of development and were compromising conditions resulting from illness considered before these expectations were formulated?
   3) Are there positive comments regarding infant/children?
   4) Are comments positive about self and about spouse/partner?
   5) Do parent(s) view themselves as able to parent and having adequate self-esteem?
   6) Are expectations realistic for spouse and /or significant others?

C. Parenting and Family Interaction: Observe family and infant/children with each other.

   1) Is parent able to identify both positive and negative infant cues such as crying, color changes, irritability, talking, smiling or gazing?
   2) Do parents/family initiate appropriate behaviors?
      a. Do parents make eye contact with infant?
      b. Are comments regarding infant positive?
      c. Do they hold him close or at arms length?

d. Do they refer to child by name?
e. Do they know what he/she does?
f. Do they know how much infant eats?
g. Do they place value on him/her or is he/she considered a liability?

3) Is parent able to demonstrate knowledge of basic infant/child care?
4) Can parent verbalize awareness that all infants are different (some irritable, some calm, etc). Does he/she realize requirements for handling differ with each child?
5) Is infant under regular health care and receiving primary care? Is parent aware of need for early immunization and regular checkups? Is the child receiving appropriate care? Are other children in family also cared for?

D. Family and Community

1) Can parents identify support systems, personal and in community (i.e., has baby sitter if needed)?
2) Do they communicate needs to each other and/or other support persons?
3) Is their identified concept of extended family and friends helpful or problematic? Is family supportive or non-supportive?
4) Do they have adequate housing and income to function effectively?

III. Guidelines for Anticipatory Guidance:

A. Answer any concerns the parents have; encourage and promote confidence to try different approaches to a problem. Anticipatory guidance should be offered during the home visit as problems and questions are addressed. Refer to and provide literature or research a problem if necessary. It is not expected that nurses know the answers to all questions. No information is better than offering incorrect information. If specific education is needed, give parents suggestions for obtaining it or provide literature and education on the topic.

B. Address the problem as the parent sees it and plan with him/her; be sure adequate information is available to contact resources. Plan to mail additional information to the family or discuss at next home visit.

C. Maintain open communication with the family, verify fulfillment of the family's educational needs. In a dynamic family relationship, needs may change and require additional or different information/methodology.

IV. Guidelines for Making Referrals:

A. Referrals should be made within two weeks of the home visit. Discuss referrals with peers or supervisor if necessary. Remember the nurse's role is to identify resource

material and/or resource people and ensure that the client is compliant with the referral; one does not need to "know everything".

B. Obtain a list of community resources, update it periodically.

C. Network with other people providing services to children and families in the community.

D. Make referrals and assist the family in identifying resources available to them.
   1) Extended family and friends
   2) Health care providers
   3) Community services
   4) Assist family to access resources if necessary

E. Follow-Up
   1) Maintain open communication with family.
   2) Establish phone or mail communications with resources, familiarize self with criteria for acceptance and procedures for accessing services.
   3) Ongoing assessment: is the infant/family benefiting from the referral?

G:\Groups\Immun\HEPB\hepBforms\CsMgmGuidelines doc 6jun05

Attachment #2

Line Listing for Perinatal Hepatitis B Program Services

(Please highlight, bold or circle NEW activity)

(Attach copy with Contractor's Expenditure Report for payment)

Name (List mother first followed by HHCs and infant)	Relation (M, I, or HHC)*	DOB	HBIG	Hep1	Hep2	Hep3	Serology Date	Serology Results	Date Completed Prenatal Activities** ($200 each)	Date Completed Postnatal Activities*** ($125 each)

* M = Mother; I = Infant; HHC = Household contact

** Prenatal Activities($200 each) - Initial mother interview, ID of HHCs, testing &/or immunization of HHCs, documentation of previous services or refusal of services.

*** Postnatal Activities($125 each) - Documentation of birth & treatment, name of well child provider, dose #2 & #3, post serology date/results or documentation of refusal.

Attachment #3

August 30, 2001

SUBJECT: Final WIC Policy Memorandum #2001-7
Immunization Screening and Referral in WIC

TO: Regional Directors
Supplemental Food Programs
All Regions

I. PURPOSE

The purpose of this policy memorandum is to assure that children served by WIC are screened for immunization status and, if needed, referred for immunizations. WIC State and local agencies must ensure that WIC infants and children are screened and referred for immunizations using a documented immunization history.

It is not the intent of this policy memorandum to outline procedures to replace more comprehensive immunization screening, assessment and referral activities now in place in WIC and/or paid for and conducted by other services and programs. Instead, these procedures specify the minimum requirements for immunization screening and referral in WIC, as directed by the Executive Memorandum of December 11, 2000.

II. BACKGROUND

WIC's mission is to be a full partner in ensuring healthy and well-nourished women, infants, and children. Low-income children are less likely to be immunized than their counterparts, placing them at high risk for potentially serious diseases, such as diphtheria, pertussis, poliomyelitis, measles, mumps, and rubella. According to the Centers for Disease Control and Prevention (CDC), children who are not fully immunized are at increased risk for other preventable conditions, such as anemia and lead toxicity.

Educating WIC participants and their families about the importance of immunizations and providing referrals to immunization services has been a part of WIC's efforts for over 20 years. WIC staff have approached immunization promotion activities with energy and creativity and have made a positive difference in immunization rates in many States. WIC is acknowledged as an important ally in reaching the immunization coverage objectives for the Nation. CDC's National Immunization Survey (NIS) data indicates that children participating in WIC have significantly lower immunization coverage rates than their more affluent, non-WIC counterparts. However, low-income children in WIC are better immunized than low-income children who do not participate in WIC.

In December 2000, an Executive Memorandum was issued directing the Secretaries of Agriculture and Health and Human Services to continue to focus efforts to increase immunization levels among children participating in the WIC Program. The Executive

Memorandum specified that the immunization status of children applying for WIC services be evaluated using a documented immunization history. It also directed that immunization screening and referral procedures should never be used as a condition of eligibility for WIC services or nutritional assistance.

III. WIC's Role in Immunization Screening and Referral

The Immunization Program in each State is the lead agency in immunization planning and screening, and is responsible for design of immunization services, etc. As an adjunct to health services, the WIC Program's role in immunization screening and referral is to support existing funded immunization activities. WIC involvement in immunization screening and referral activities should enhance rather than substitute for on-going Immunization Program initiatives.

WIC State and local agencies must develop plans to coordinate with providers of immunization screenings so that children participating in WIC are screened and referred for immunizations using a documented immunization history. The purchase of vaccines and delivery of immunizations remain unallowable costs to WIC.

IV. Minimum Immunization Screening and Referral Protocol in WIC

The following minimum screening protocol was developed by CDC and the American Academy of Pediatrics specifically for use in WIC Programs where children are not screened and referred for immunizations by more comprehensive means. The purpose of the minimum screening and referral protocol is to identify children under age two who may be at risk for under-immunization. It is not meant to fully assess a child's immunization status, but allows WIC to effectively fulfill its role as an adjunct to health care by ensuring that children who are at risk for under-immunization are referred for appropriate care.

This is the minimum requirement; however, some WIC Programs conduct more comprehensive immunization screening and referral. For example, some have access to software that automatically reviews all vaccinations and identifies which ones are needed. WIC Programs with the capacity to perform more comprehensive screening should continue to do so.

Minimum Screening and Referral Protocol

1. When scheduling WIC certification appointments for children under the age of two, advise parents and caretakers of infant and child WIC applicants that immunization records are requested as part of the WIC certification and health screening process. Explain to the parent/caretaker the importance that WIC places on making sure that children are up to date on immunizations, but assure applicants that immunization records are not required to obtain WIC benefits.

2. At initial certification and all subsequent certification visits for children under the age of two, screen the infant/child's immunization status using a documented record. A documented record is a record (computerized or paper) in which actual vaccination dates are recorded. This includes a parent's hand-held immunization record (from the provider), an immunization registry, an automated data system, or a client chart (paper copy).

3. At a minimum, screen the infant/child's immunization status by counting the number of doses of DTaP (diphtheria and tetanus toxoids and acellular pertussis) vaccine they have received in relation to their age, according to the following table:

By 3 months of age, the infant/child should have at least 1 dose of DTaP.
By 5 months of age, the infant/child should have at least 2 doses of DTaP.
By 7 months of age, the infant/child should have at least 3 doses of DTaP.
By 19 months of age, the infant/child should have at least 4 doses of DTaP.

4. If the infant/child is underimmunized: (1) provide information on the recommended immunization schedule appropriate to the current age of the infant/child, and (2) provide referral for immunization services, ideally to the child's usual source of medical care.

5. If a documented immunization record is not provided by the parent/caretaker: (1) provide information on the recommended immunization schedule appropriate to the current age of the infant/child, (2) provide referral for immunization services, ideally to the child's usual source of medical care, and (3) encourage the parent/caretaker to bring the immunization record to the next certification visit.

V. Coordination

CDC will ensure that the Immunization Programs in each State coordinate with WIC State and local agencies to assure that children participating in WIC are screened by and referred to dedicated Immunization Programs and immunization providers when available. Immunization Program managers should:

- cooperatively plan and fund, where needed, immunization screening and referral in WIC
- train WIC staff
- provide information on provider networks to whom WIC participants can be referred
- conduct provider education and outreach
- conduct participant outreach/tracking
- provide information on State and local immunization coverage rates for WIC children
- provide recommended immunization schedules

We encourage State and local WIC programs to coordinate with their immunization counterparts to ensure that a screening and referral system is in place for WIC participants, as outlined above. This coordination can be facilitated through a formal

agreement that outlines the responsibilities of the State Immunization Program and the WIC Program. CDC is providing State Immunization Program managers with a copy of this policy memorandum and will also issue guidance to Immunization Programs on working with WIC (see attached CDC "Dear Colleague" letter).

VI. Training

CDC will take the lead role in developing materials and training to assist WIC staff in implementing the screening and referral activities outlined above. Training will be coordinated with the Food and Nutrition Service (FNS), the National Association of WIC Directors, the Association of Immunization Managers, and the Association of State and Territorial Health Officials. Each WIC local agency with staff qualified to conduct immunization screening may provide training, as needed, to WIC staff who make referrals. FNS recognizes that the training component is under development and that sufficient time must be allowed for WIC staff to be trained to conduct these activities.

VII. Implementation

WIC Programs in State or local areas where National Immunization Survey data show that immunization coverage rates in WIC children by 24 months of age are 90 percent or greater are not required to comply with the minimum screening and referral protocol. WIC Programs can coordinate with Immunization Programs to determine pockets of need within a State through additional data sources if desired.

Implementation of this policy memorandum is expected to be in place by October 1, 2002. This date allows sufficient time for training, modification of certification in-take procedures, and coordination with Immunization Programs.

In the State Plan for fiscal year (FY) 2003 (section on certification and eligibility), each State agency must outline how it is meeting the requirements of this policy memorandum. The State agency must document one or more of the following: 1) WIC local programs are screening children under the age of two using a documented immunization history, either using the minimum screening protocol or by more comprehensive means; or 2) another program or entity is screening and referring WIC children using a documented immunization history; or 3) implementation of the minimum screening protocol is not necessary because immunization coverage rates in WIC children by 24 months of age are 90 percent or greater; or 4) it has been unable to formalize a coordination agreement with the State Immunization Program, and provide explanation of extenuating circumstances.

Signed by Patricia N. Daniels

Attachment #3

PATRICIA N. DANIELS
Director
Supplemental Food Programs Division

Attachment

FINAL:FNS:SFPD:PMITCHELL:sl:08/30/01:703-305-2747
FINAL:FNS:SFPD:P.Mitchell:703-305-2741:8-20-01
FC: PWP-20
DOC: I drive:p.mitchell:immunizations:final WIC policy memo

Dear Colleague:

This letter is to inform you of the attached United States Department of Agriculture (USDA) Policy Memorandum regarding immunization screening and referral for children enrolled in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The memo provides guidance to WIC Directors in assessing the immunization status of children on WIC and referring them for needed immunization services.

Over the last decade the Department of Health and Human Services, through the Centers for Disease Control and Prevention (CDC) and the USDA, through the Food and Nutrition Service WIC Program, have cultivated a partnership to increase immunization coverage for children enrolled in WIC. Many states and local health departments already work closely with their WIC counterparts and have been conducting immunization assessment and referral activities for years. CDC encourages state and local health departments to continue these activities and to support WIC programs in providing these services.

The Policy Memorandum was developed with input from the seven partner organizations that make up the WIC Immunization Work Group including the Association of Immunization Program Managers, the CDC, the USDA, the American Academy of Pediatrics, the Association of State and Territorial Health Officials, the National Association of WIC Directors, and Every Child by Two

The policy language outlined in the memo is in accordance with guidance that immunization grantees have received from the CDC. Please refer to the 2002 CDC Grant Guidance and Immunization Program Operations Manual (IPOM) for additional information regarding coordination with WIC programs. The Grant Guidance instructs grantees under Program Requirements to coordinate with WIC to provide cooperative planning and budgeting that supports screening and referral activities. The IPOM outlines activities in Chapter 1, such as providing administrative support to WIC to operationalize screening and referral services (1.6.4) Immunization programs are also encouraged to establish or strengthen partnerships with WIC programs (1.6.7).

The CDC endorses the USDA Policy Memorandum and encourages state and local immunization programs to support their WIC programs in complying with this new policy.

Sincerely,

Signed by Walter A. Orenstein, M.D

Walter A. Orenstein, M.D.
Assistant Surgeon General
Director
National Immunization Program

Attachment #4
ASIIS IRMS # _____
VFC Pin # _____

2007

ASIIS USER AGREEMENT

Arizona State Immunization Information System (ASIIS)

ASIIS is a computer based immunization registry and tracking system implemented by the Arizona Department of Health Services and its partners. It is intended to aid health care professionals and other users who have a need to check a client's immunization status according to A.R.S § 36-135, R9-6-707, and R9-6-708. Client-specific information is only available to authorized users and the Arizona Department of Health Services. As a condition for participation in ASIIS, the User enters into this agreement with the Arizona Department of Health Services.

User will use the following methods to report immunization information to the ASIIS Registry:

- ☐ Web Application (Direct access to the registry via the internet)
- ☐ ASIIS Paper Reporting Form
- ☐ Practice Management (PMS)/Billing System /Electronic Medical Record (EMR) /Data Translation Tool (DTT)

If checked: PMS Name: _____ Name of Vendor/Company: _____

Please list the full name(s) of each new and current staff members who will need to use the web application for the purposes of querying and/or entering immunization data. If you are only using the web application to query (look up) records, you only need "view" privileges.

1.	☐ View Privilege ☐ Edit Privilege	5.	☐ View Privilege ☐ Edit Privilege
2.	☐ View Privilege ☐ Edit Privilege	6.	☐ View Privilege ☐ Edit Privilege
3.	☐ View Privilege ☐ Edit Privilege	7.	☐ View Privilege ☐ Edit Privilege
4.	☐ View Privilege ☐ Edit Privilege	8.	☐ View Privilege ☐ Edit Privilege

- View Privilege means you can only look at the patient record and immunization record(s).
- Edit Privilege means you can view, add and make changes to patient and immunization record(s).

1. User shall allow the parent or guardian to inspect, copy, and if necessary, amend or correct their own children's immunization records The parent or guardian must demonstrate with proof of a signed official immunization record prior to the information being entered into the user's database and sent to ASIIS.
2. User agrees to use ASIIS only for the immunization needs of User's clients. User and his/her personnel will access the registry system only when needed to provide health care for User's client(s) or to assess overall immunization status.
3. User is responsible for the actions of User's staff regarding the confidentiality of information contained in the registry system. User shall adhere to the requirements in the ASIIS Confidentiality Policy, which is incorporated by reference into this agreement.
4. User agrees that he/she will safeguard his/her User ID and password against use other than allowed by this agreement. This agreement is in effect for one year and will need to be ***renewed annually***.
5. User shall give ASIIS the demographic and immunization information on clients for whom permission has been obtained. User shall submit the immunization information to ASIIS within 30 days of the administered vaccination.

This agreement is effective January 1st of the current year or when signed and received by the Arizona Department of Health Services, ASIIS program at 150 North 18th Ave., Room 120, Phoenix, Arizona 85007-3233. ASIIS Technical Support Line (602) 364-3899 or 1-877-491-5741 (toll-free). ASIIS fax (602) 364-3285.

Primary contact for Immunization Data: _____
(Please Print)

Physician or Office Manager: _____ Date_____
(Please Sign)

Attachment #5

Arizona Department of Health Services

COMMUNICABLE DISEASE REPORT

Important Instructions - Please complete Sections 1 thru 3 for all reportable conditions. In addition, complete Section 4 for STDs and HIV/AIDS, Section 5 for hepatitis, and Section 6 for tuberculosis. Once completed, return to your county or tribal health agency. If reporting through MEDSIS, go to http://siren.az.gov.

County / IHS Number	State ID / MEDSIS ID	Date Received by County

1. PATIENT INFORMATION

Patient's Name (Last) (First) (Middle Initial)

Date of Birth

Race (Check all that apply): ☐ White ☐ Pacific Islander ☐ Unknown ☐ Black ☐ Native American ☐ Asian ☐ Other

Ethnicity: ☐ Hispanic ☐ Non-Hispanic ☐ Unknown

Sex: ☐ Male ☐ Transgender ☐ Female ☐ Unknown

Pregnant: ☐ No ☐ Unknown ☐ Yes Due Date _____

Street Address | City | State | ZIP Code | County | Reservation | Telephone #

Patient's Occupation or School

Guardian (Not necessary for STD)

Outcome: ☐ Survived ☐ Died Date _____

Is the patient any of the following? ☐ Health care worker ☐ Food worker/handler ☐ Childcare worker/attendee

Facility Name & Address _____

2. REPORTABLE CONDITION INFORMATION / LAB RESULTS

Diagnosis or Suspect Reportable Condition | Onset Date | Diagnosis Date

LAB RESULTS

Date Collected	Date Finalized	Specimen Type	Lab Test	Lab Result
		☐ Blood ☐ CSF ☐ Urine ☐ Stool ☐ NP Swab ☐ Sputum ☐ Other _____		
		☐ Blood ☐ CSF ☐ Urine ☐ Stool ☐ NP Swab ☐ Sputum ☐ Other _____		
		☐ Blood ☐ CSF ☐ Urine ☐ Stool ☐ NP Swab ☐ Sputum ☐ Other _____		

3. REPORTER AND PROVIDER INFORMATION

Reporting Source (Physician or other reporting source) | Facility

Street Address | City | State | ZIP Code | Telephone #

Provider (if different from reporter) | Facility

Provider Street Address | City | State | ZIP Code | Telephone #

Lab Name, Address and Telephone #

4. SEXUALLY TRANSMITTED DISEASES (STD) AND HIV/AIDS

Diagnosis

☐ Syphilis (specify below)
- ☐ Primary
- ☐ Secondary
- ☐ Early Latent (<1 year)
- ☐ Late (>1 year)
- ☐ Congenital

☐ Chlamydia ☐ PID

☐ Gonorrhea ☐ PID

☐ Herpes

☐ Chancroid

☐ HIV/AIDS

Risk Factors: ☐ IDU ☐ Sex with IDU ☐ Sex with males

Date of Last Negative HIV Test _____

Mother's Name _____ Mother's DOB _____

☐ Other Syphilis _____

☐ Neurological Symptoms _____

Site of Infection: ☐ Genitalia ☐ Rectum ☐ Throat ☐ Other

Patient had Sexual Contact with: ☐ Males Only ☐ Refused ☐ Females Only ☐ Unknown ☐ Both

Martial Status: ☐ Married ☐ Single ☐ Divorced ☐ Widowed ☐ Separated ☐ Domestic Partner ☐ Unknown

Sex Partners: # of partners _____ # of partners treated _____

Treatment

Date	Drug	Dosage

5. HEPATITIS PANEL

Hepatitis A Serology Results	Pos	Neg	Unk
Hepatitis A Antibody (Acute IgM anti-HAV)	☐	☐	☐

Hepatitis B Serology Results	Pos	Neg	Unk
Hepatitis B surface Antigen (HBsAg)	☐	☐	☐
Hepatitis B core Antibody IgM (HBcAb-IgM)	☐	☐	☐
Hepatitis B core Antibody Total (HBcAb)	☐	☐	☐
Hepatitis B surface Antibody (HBsAb)	☐	☐	☐
Hepatitis B e Antigen (HBeAg)	☐	☐	☐
Symptoms consistent with acute hepatitis	☐	☐	☐
Jaundice	☐	☐	☐

Liver Function Test ALT _____ AST _____

Hepatitis C Serology Results	Pos	Neg	Unk
Hepatitis C-EIA s/co ratio _____	☐	☐	☐
Hepatitis C-RIBA	☐	☐	☐
Hepatitis C-NAT/PCR	☐	☐	☐
Hepatitis C-Viral Load _____			

Liver Function Test ALT _____ AST _____

6. TUBERCULOSIS (TB)

Site of Disease: ☐ Pulmonary ☐ Laryngeal ☐ Extrapulmonary

☐ TB Infection in a Child 5 and Under (Positive TB skin test result)

Medicine and Dosage (Please enter information)

Comments

Print Form

Version 10/22/2007

Name:	Date of Birth:

Type of Vaccine	1st Mo/Day/Yr	2nd Mo/Day/Yr	3rd Mo/Day/Yr	4th Mo/Day/Yr	5th Mo/Day/Yr
(DTaP/DTP/DT) Diphtheria, Tetanus, Pertussis	/ /	/ /	/ /	/ /	/ /
Signature of Provider					
(IPV) Polio	/ /	/ /	/ /	/ /	/ /
Signature of Provider					
(Hib) *Haemophilus influenzae* type B	/ /	/ /	/ /	/ /	Notes:
Name of Hib Manufacturer					
Signature of Provider					
(PCV7) Pneumococcal Conjugate	/ /	/ /	/ /	/ /	
Signature of Provider					
(Hep B) Hepatitis B	/ /	/ /	/ /	/ /	
Signature of Provider					
(Hep A) Hepatitis A	/ /	/ /	/ /		
Signature of Provider					
(RV) Rotavirus	/ /	/ /	/ /		
Signature of Provider					
(MMR) Measles, Mumps, Rubella	/ /	/ /	/ /		
Signature of Provider					
(VAR) Varicella ✓ ☐ box if Hx of chickenpox	/ /	/ /	/ /		
Signature of Provider					
(Flu) Influenza	/ /	/ /	/ /	/ /	
Signature of Provider					
(HPV) Human Papilloma Virus	/ /	/ /	/ /	/ /	
Signature of Provider					
(Td) Tetanus, Diphtheria	/ /	/ /	/ /	/ /	
Signature of Provider					
(Tdap) Tetanus, Diphtheria, Pertussis	/ /	/ /			
Signature of Provider					
(MCV4) Meningococcal Conjugate	/ /	/ /			
Signature of Provider					
(PPV23) Pneumococcal Polysaccharide	/ /	/ /			
Signature of Provider					
Other:	/ /	/ /			
Signature of Provider					
Other:	/ /	/ /			
Signature of Provider					
Other:	/ /	/ /			
Signature of Provider					

	Date	Result	Provider
Newborn Screen			
TB Skin Test			

LIRC3000 (9/06)

Attachment #6

BABY SHOTS

A HEALTHY DOSE OF LOVE

Newborn Hearing Screen				
	Initial Screen Complete by hospital discharge		Second Screen Complete by 1 month of age	
Date				
Right	____ Pass	____ Refer	____ Pass	____ Refer
Left	____ Pass	____ Refer	____ Pass	____ Refer
	Monitor for late onset and progressive losses	Refer for 2nd Screen (refer to pediatric audiologist if over 6 mo.)	Monitor for late onset and progressive losses	Refer to a pediatric audiologist for complete evaluation

Arizona Department of Health Services

LIFETIME IMMUNIZATION RECORD

REMEMBER: Bring your child's shot record to every visit.

RECUERDE: Traiga la tarjeta de vacunas de su niño a cada cita.

Vaccines & Immunizations

Publications:

Vaccine Information Statements

Vaccine Information Statements (VISs) are information sheets produced by the Centers for Disease Control and Prevention (CDC) that explain to vaccine recipients, their parents, or their legal representatives both the benefits and risks of a vaccine. Federal law (exit) requires that VISs be handed out whenever (before each dose) certain vaccinations are given.

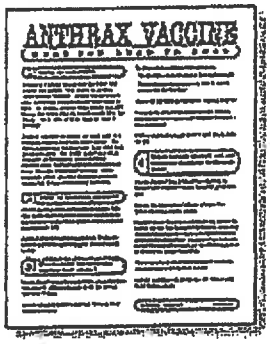
Downloadable VISs :

| Anthrax | DTaP | Hepatitis (UPDATED) | Hib | Influenza (UPDATED) | HPV | JE | MMR | Meningococcal (UPDATED) | PCV7 | PPV23 | Polio | Rabies | Rotavirus | Shingles | Smallpox | Td | Tdap | Typhoid | Varicella | Yellow Fever

| Mandatory Instructions for Use of the Vaccine Information Statements
| VIS News (Update 10/4/07)
| Q&A - VIS Facts
| Important Info
| VIS Myth Exposed

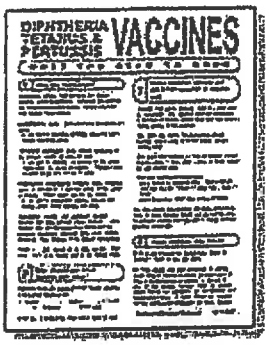
Get Email Updates

Downloadable VISs



Anthrax (4/24/03)

- Anthrax
- Text-only*
- Other languages** (exit) (not current)

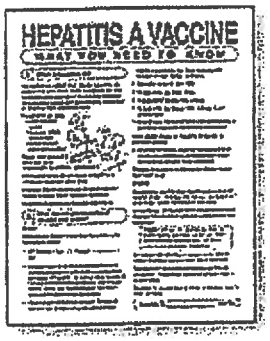


Diphtheria/ Tetanus/Pertussis (DTaP) (5/17/07)

- DTaP
- Text-only*
- Audio
- Other languages** (exit) (including Spanish)

Hepatitis A (3/21/06)

- Hepatitis A
- Text-only*



TOP

- Audio (not current)
- Other languages** (not current)

Download Instructions

pdf format

text only format

TOP

Important Info

- For **more information on VISs**, including frequently-asked questions, see these VIS Facts.
- **All VISs on this page are current.**
  A VIS with a date several years old is not necessarily out of date. VISs are not updated annually or on any other routine schedule. An updated VIS with a new date is posted when there is a change in recommendations.
- **New Hotline Number on VISs**
  On March 15, 2005, the telephone number for the national immunization hotline changed. VISs posted on this webpage contain the new number in the "How can I learn more?" section.

  Please replace your camera-ready copies of VISs with these new versions before reprinting.

Note: You do not need to discard your existing VIS stocks; calls made to the old hotline number will be forwarded to the new number for several months. **VIS dates have not changed.** The new phone number is the only difference between the old VISs and the new ones.

Combination Vaccines:

If there is no VIS for a non-routine combination vaccine (e.g., Pediarix, Comvax, Twinrix), use the VISs for all component vaccines.

***Text-only Files:**

Text-only versions are available for screen-reader devices.

****Audio VIS Files:**

Most VISs are available on this page as wma audio files. These files must be played using Windows Media Player®, which can be downloaded from the Windows Media (exit) website. For a CD-ROM containing these audio files, please write to NIPINFO@cdc.gov.

*****VISs in other languages:**

Download these Vaccine Information Statements in over 20 languages through our partner, the Immunization Action Coalition (IAC) (exit).

Vaccine Information Statements
The National Childhood Vaccine Injury (NCVI) Act requires that all health-care providers give parents or patients copies of Vaccine Information Statements before administering each dose of the vaccines listed in the schedule. Additional information is available from state health departments.

Detailed recommendations for using vaccines are available from the manufacturers' package inserts, Advisory Committee on Immunization Practices (ACIP) statements on specific vaccines, and the 2003 American Academy of Pediatrics Red Book. ACIP statements for all recommended childhood vaccines can be viewed,

downloaded, and printed on this website at www.cdc.gov/vaccines/pubs/ACIP-list.htm

Guidance on how to obtain and complete a **Vaccine Adverse Event Reporting System (VAERS)** form is available at www.vaers.hhs.gov or by telephone, (800) 822-7967.

Note: All VIS files are in **.pdf** format. They may be downbaded, printed, and used to make copies. If you do not have Adobe Acrobat Reader, you can download and install a copy from Adobe's website (exit).

TOP

Non-CDC Link Disclaimer: Links to non-Federal organizations found at this site are provided solely as a service to our users. These links do not constitute an endorsement of these organizations or their programs by CDC or the Federal Government, and none should be inferred. The CDC is not responsible for the content of the individual organization web pages found at these links.

.pdf files: To view and print the .pdf files on this site, you will need Adobe Acrobat Reader. Use this link to obtain a free copy of Adobe Acrobat Reader (exit). We highly recommend that you upgrade to the latest version if haven't already.

This page last modified on October 9, 2007
Content last reviewed on February 13, 2007
Content Source: National Center for Immunization and Respiratory Diseases

Attachment #8

Exhibit # JLCB-E1

ARIZONA SCHOOL IMMUNIZATION RECORD

This form must be completed from an immunization record provided by parent or guardian.
See reverse side for instructions.

I. IDENTIFICATION INFORMATION

CHILD'S NAME NOMBRE DE NIÑO	BIRTH DATE FECHA DE NACIEMIENTO
ENTRY GRADE (circle) Pre-K K 1 2 3 4 5 6 GRADO (marque con circulo) 7 8 9 10 11 12	SEX Male ○ Female ○ SEXO Niño ○ Niña ○

II. IMMUNIZATIONS

1st MO/DAY/YR | 2nd MO/DAY/YR | 3rd MO/DAY/YR | 4th MO/DAY/YR | 5th MO/DAY/YR | 6th MO/DAY/YR

(DTaP/DTP) Diphtheria, Tetanus & Pertussis
La Difteria, El Tetano, La Tos Ferina

(DT) Diphtheria & Tetanus
La Difteria, El Tetano

(Td) Tetanus & Diphtheria
El Tetano, La Difteria

(IPV/OPV) Polio Vaccine
La vacuna Para La Poliomielitis

(MMR) Measles, Mumps & Rubella
El Sarampiòn, Las Paperas, y la Rubèola (Month, Day & year required)

(Hib) Haemophilus Influenzae b
Required for Pre-K program, children age 2 months to age 5 years.
La Vacuna Compuesta Haemophilus b
Los Niños 2 meses de edad a 5 años de edad necesitan tener la vacuna para poder atender la programa de pre-jardin de infantes.

(Hep B) Hepatitis B
La Vacuna Hepatitis B

(Hep A) Hepatitis A
La Vacuna Hepatitis A

Varicella (Chickenpox)
Varicela
Check box if history of disease
Other

TB Skin Test: (optional)
List most recent test
Prueba de tuberculosis del piel: (opcion)
Liste la más reciente prueba

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

This record is part of the mandatory permanent pupil record as defined in Section 36-671 of the Health Code, and Section 15-871 of the Education Code and shall transfer with that record. Local health departments shall have access to this record

FOR SCHOOL USE ONLY

Enrollment Date:

Schedule for Completion (Check dose(s) needed)

VACCINE	1ST	2ND	3RD	4TH	5TH	6TH
DTaP/DTP/ DT/Td						
OPV/IPV						
MMR						
Hib						
Hep A						
Hep B						

III. Documentation
I certify that I reviewed this student's immunization record and it has been transcribed accurately.
Date ___/___/___
Admitting Official _____

Documentation presented:
- ☐ Arizona Lifetime Record
- ☐ Foreign country (name) _____
- ☐ Out-of-State record (name) _____
- ☐ Other (name)

IV. Status of Requirements
- ☐ A. Immunization complete Date ___/___/___
- ☐ B. Currently up-to-date; more doses are due later. Needs follow-up.
- ☐ C. Laboratory evidence of immunity to: _____

Exemption for:
- ☐ D. Medical Reasons-Permanent Date ___/___/___
- ☐ E. Medical Reasons-Temporary until Date ___/___/___
- ☐ F. Personal Beliefs Date ___/___/___

INSTRUCTIONS FOR COMPLETION OF THE ARIZONA SCHOOL IMMUNIZATION RECORD (ASIR 109R)

I. IDENTIFICATION INFORMATION:

Complete the information section with the name, birth date, grade at entrance and sex of pupil.

II. IMMUNIZATION:

Fill in date (month/day/year) of each immunization the student has received from the record presented by the parent or guardian. **Parental recall is not acceptable.** The full date of month/day/year is required for MMR.

III. DOCUMENTATION:

A. Fill in date and your signature as the school representative who reviewed the immunization record.

B. Mark box to indicate the type of immunization record used to transcribe information onto ASIR 109R.

IV. STATUS OF REQUIREMENTS:

A. Determine if the immunizations are complete using the "Arizona Immunization Guide". If the pupil has met all immunizations required, check box A; fill in date.

B. If the pupil has not met all requirements, but no immunizations are currently due - the pupil can be admitted. Pupil needs follow-up.

C. If the pupil has met the immunity requirement with laboratory evidence, check box C. The Request for Exemption to Immunization form (ADHS 209) must be completed and attached. Laboratory evidence of immunity must be disease specified.

D. If the pupil is to be exempted for medical reasons, a Request for Exemption to Immunization (School) form (ADHS 209) must be signed by a physician and the parent or guardian and attached to ASIR 109R. If the medical exemption is permanent, the requirement for the immunization is met. Check box D with date of statement.

E. If the medical exemption is temporary, check box E and the date the exemption will no longer be valid. This pupil needs follow-up (refer to Table 2, Arizona Immunization Guide@).

F. If the pupil is to be exempt for reasons of personal belief, the parent or guardian must sign a Request for Exemption to Immunization form (ADHS 209) indicating they received the information about immunizations provided by ADHS and understand the risks and benefits of immunizations.

Emergency Information and Immunization Record Card

Child's Name: _____ Date Enrolled: _____ Updated: _____

Home Address: _____ Date Disenrolled: _____
Street City State Zip

Home Phone: _____ Date of Birth: _____ Sex: male female

Mother or Guardian
Name: _____

Home Address: _____
Street City State Zip

Home Phone: _____ Cell Phone: _____

Business Name: _____ Work Phone: _____

Business Address: _____
Street City State Zip

Signature: _____

Father or Guardian
Name: _____

Home Address: _____
Street City State Zip

Home Phone: _____ Cell Phone: _____

Business Name: _____ Work Phone: _____

Business Address: _____
Street City State Zip

Signature: _____

If Medical Care is Necessary, Call:

DOCTOR: _____
Name Address City State Zip Phone

HOSPITAL: _____
Name Address City State Zip Phone

Does your child have insurance coverage? ☐ No ☐ Yes Name of Insurance Company _____
(Optional)

In case of injury or sudden illness, _____ will be called first. I hereby give authority to any hospital or doctor to render immediate aid as might be required at the time for his/her health and safety. It is understood by me that the expense of this service will be accepted by me.

In case of an emergency, or if I cannot be contacted to pick up my child, I hereby authorize the following person(s) to pick up my child.

Name: _____ Name: _____

Address: _____ Address: _____
Street City State Zip Street City State Zip

Telephone: _____ Cell phone: _____ Telephone: _____ Cell phone: _____

Name: _____ Name: _____

Address: _____ Address: _____
Street City State Zip Street City State Zip

Telephone: _____ Cell phone: _____ Telephone: _____ Cell phone: _____

The following person(s) may **not** remove my child from the center:

Name: _____ Name: _____

Custody papers have been provided and are on file at the facility. yes no

This **Emergency Information and Immunization Record Card** is accurate and complete, front and back, and was provided by:

_____ **Date:** _____
Parent or Guardian printed name Signature

Attachment #10

Bureau of State Laboratory Services
250 N 17th Ave
Phoenix, Arizona 85007 - 3231
602 - 542 - 1188
Victor Waddell, Ph.D. Bureau Chief

For Department Use Only

Patient Information

Last Name: First Name: MI:

DOB (MM/DD/YYYY): Age: Sex:

Patient ID:

Race:
☐ African American ☐ Asian ☐ Other
☐ American Indian ☐ White

Ethnicity: Hispanic ☐ Yes ☐ No

Submitting Agency Information

Agency Name: Agency ID Code:

Street Address:

City: State: Zip: County:

Contact Name: Phone:

Specimen Information and Type

Collection Date: _____

☐ Reference
☐ Clinical

☐ Acute Serum
☐ Convalescent Serum
☐ Random Serum
☐ Plasma
☐ Whole Blood
☐ CSF
☐ Urine

☐ Sputum
☐ Stool
☐ Swab
Site: _____
☐ Tissue
Specify: _____

☐ Wound
Site: _____
☐ Body Fluid
Specify: _____
☐ Other
Specify: _____

Virology

☐ CMV Culture
☐ Enterovirus Culture
☐ Herpes Culture
☐ Influenza Culture
☐ *Norovirus PCR
☐ Reference Virus Culture
☐ Respiratory Virus Culture
☐ Other _____

Parasitology

☐ Arthropod ID
☐ Blood/Tissue
☐ Intestinal
☐ Pinworm
☐ Worm ID

Mycobacteriology

☐ Culture
☐ ID (Referred Culture)
☐ Smear
☐ Susceptibility
☐ *Nucleic Acid Amplification

Mycology

☐ Culture
☐ ID (Referred Culture)
☐ Smear

Microbiology

☐ Anthrax
☐ Botulism
☐ *Brucella
☐ *C. diphtheriae
☐ Enteric Culture
☐ E. coli
☐ Gonorrhoea
☐ Haemophilus
☐ Legionella
☐ Leptospira
☐ Listeria
☐ Meningococcus
☐ Pertussis
☐ Pneumococcus
☐ Salmonella
☐ Shigella
☐ *Tularemia
☐ Yersinia
☐ *pestis
☐ Other
☐ Vibrio
☐ cholera
☐ Other
☐ Other _____

Serology

☐ Adenovirus CF
☐ *Brucella CF
☐ *Brucella Tube Agglutination
☐ Coccidioides CSF CF
☐ Coccidioides Serology Panel
IDTP
IDCF
☐ Western Equine Encephalitis
☐ St Louis Encephalitis
☐ *Colorado Tick Fever CF
☐ *Dengue IgM EIA
☐ *Hantavirus IgG EIA
☐ *Hantavirus IgM EIA
☐ Hepatitis Anti-HAV IgM
☐ Hepatitis Anti-Core Ab
☐ Hepatitis Anti-Core IgM
☐ Hepatitis Anti-HBs
☐ Hepatitis Anti-HCV
☐ Hepatitis HBsAG
☐ HIV (Separate Form)
☐ Prenatal Hepatitis HBsAG
☐ Diagnostic Hepatitis Panel
HBs Ag
HBc IgM
HAV IgM
☐ Histoplasma CF
☐ Histoplasma Immunodiffusion
☐ LCM CF
☐ *Lyme EIA
☐ *Measles CF
☐ *Measles IgM EIA
☐ *Measles Immune Screen-IgG IFA
☐ *Mumps IgM IFA
☐ *Plague PHA
☐ *Rickettsial Panel
Rickettsial Spotted Fever Group
Rickettsial Typhus Fever Group
Rickettsial Q Fever
☐ Rubella Immune Screen IgG EIA
☐ *Rubella IgM EIA
☐ Syphilis CSF VDRL
☐ Syphilis FTA-ABS
☐ Syphilis Serum RPR
☐ Toxoplasma EIA
☐ *Tularemia TA
☐ Varicella-Zoster CF
☐ Varicella-Zoster Immune Screen-IgG IFA
☐ West Nile Virus EIA
☐ Other _____

***Prior notification required for:**
Brucella, Dengue, C. diphtheriae, Colorado Tick Fever, Hantavirus, Lyme, Measles, Mumps, Mycobacteria NAA, Norovirus PCR, Plague, Rickettsia, Rubella, or Tularemia testing.

Comments: _____

All fields highlighted with yellow are required for specimen processing. In addition, at least one test must be requested.

ORIGINAL TO STATE LABORATORY AND BACK COPY TO SUBMITTER

Attachment #11

Arizona Department of Health Services
Accounting/Contracts
1740 W. Adams Street
Phoenix, Arizona 85007

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____ P.O. # _____
2. Contractor Name _____
3. Title of Program _____
4. Reporting Period From _____ To _____

4A. ☐ Cost Reimbursement - Cumulative Actual Expenditures
☐ Fixed Price
4B. ☐ Periodic Report
☐ FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price

Invoice #

5. COST REIMBURSEMENT (Actual Expenditures) A. Account Classification:	Approved Budget (a)	Prior Report Period Year to Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
Personal Services and ERE	$ -	$ -	$ -	$ -
Professional and Outside Services	$ -	$ -	$ -	$ -
Travel Expenses	$ -	$ -	$ -	$ -
Occupancy Expense	$ -	$ -	$ -	$ -
Other Operating Expense	$ -	$ -	$ -	$ -
Capital Outlay Expense	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -

6. FIXED PRICE A. Type of Unit:	Rate per Unit (1)	Number of Units Provided this Reporting Period (2)	Total Funds Earned this Reporting Period (3)	Prior Report Period Year to Date Funds Earned (4)	Total Year to Date Funds Earned (5)
	$ -		$ -	$ -	$ -
	$ -		$ -	$ -	$ -
	$ -		$ -	$ -	$ -
	$ -		$ -	$ -	$ -
	$ -		$ -	$ -	$ -
TOTAL			$ -	$ -	$ -

ADHS USE ONLY

ADHS PROGRAM COORDINATOR CERTIFICATION:
☐ Performance satisfactory for payment
☐ Performance unsatisfactory, withhold payment
☐ No payment due

PROGRAM COORDINATOR SIGNATURE/DATE

THIS SECTION FOR ADHS ACCOUNTING USE ONLY

Total Expenditures or total Fixed Price _____
Adj (if required): _____
Less: Year to date payments _____
Adj (if required): _____
Net payment due: _____

Index	PCA	AY	Amount

7. CONTRACTOR CERTIFICATION

I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.

AUTHORIZED CONTRACTOR'S SIGNATURE/TITLE/DATE

Preparer's Name and Phone #

ADHS/BFS/F-110 (Rev. 5/2/2003)

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1718 **Consent Agenda Item 3- H**

Regular BOS Meeting

Meeting Date:	03/19/2013		
Submitted For:	Paula Horn, Deputy Director of Prevention Services	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-12 through 6-30-2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 1 to Intergovernmental Agreement Contract No. ADHS13-031248 with Arizona Department of Health Services.

Background Information

The original Intergovernmental Agreement Contract No. ADHS13-031248, allowing the Gila County Health Department to provide HIV Prevention Program Services, was approved by the Board of Supervisors on December 4, 2012, in the amount of $4,561. The contract period is from July 1, 2012, through June 30, 2017.

Amendment No. 1 changes the Scope of Work as outlined in the original Contract No. ADHS13-031248, effective October 1, 2012. The changes are to delete in its entirety, Scope of Work page sixteen, additional prevention program elements items one, two three four and five.

Evaluation

By continuing to provide the HIV Prevention Services Program, the Health Department will continue to provide HIV education, testing, counseling, risk assessment, and risk reduction to motivate and raise awareness of the steps needed to help protect the health of Gila County residents.

Conclusion

Approval of Amendment No. 1 to Intergovernmental Agreement Contract No. ADHS13-031248 will allow the Gila County Health Department to continue to provide the HIV prevention services to the residents of Gila County.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 1 to Intergovernmental Agreement Contract No. ADHS13-031248 between Gila County and the Arizona Department of Health Services in the amount of $4,561 to continue to provide HIV prevention services for the period of July 1, 2012, through June 30, 2017.

Suggested Motion

Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-031248) between Gila County and the Arizona Department of Health Services changing the Scope of Work section of the contract effective October 1, 2012, to provide HIV Prevention Program services through June 30, 2017.

Attachments

Amendment No. 1

Original Contract

IGA Legal Explanation

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-031248 — Amendment No. 1	Procurement Specialist Manuel Gonzales

HIV Prevention Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective date of October 1, 2012, as follows:

1. Delete in its entirety, Scope of Work Page Sixteen (16), Additional Prevention Program Elements items one (1), two (2), three (3), four (4) and five (5).

    1. Education to providers specifically related to increasing testing, reducing stigma and health disparities, improving HIV care and treatment, prevention with positive persons and linkage to partner services Gila County Health Department staff shall provide education to those in the community who provide services to clients with HIV/AIDS according to the ADHS BTCD approved workplan.

    2. Condom distribution to populations at risk for HIV infection or transmission per the ADHS BTCD approved workplan.

All other provisions of this agreement remain unchanged.

Gila County Health & Emergency Services **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
5515 Apache Dr. Suite 100 **Address**	**Michael A. Pastor** **Printed Name**
Globe Arizona 85501 **City State Zip**	**Chairman of the Board of Supervisors** **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature Date** **Bryan Chambers, Deputy Attorney Principal** **Printed Name**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 2013** **Procurement Officer**
Attorney General Contract No. P0012012000033**,** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name:	

3. Outreach testing at sites identified within the county; sites and activities will be defined, and services provided according to the ADHS approved work plan.

4. Social Marketing for HIV Prevention messages; activities will be described in the ADHS BTCD approved workplan.

5. Behavioral Intervention for Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) youth. All activities will be described in the ADHS BTCD approved workplan. Monthly progress will be tracked using ADHS BTCD approved reporting tools.

Arizona Department of Health Services

Division of Planning and Operations
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

December 31, 2012

Gila County Health Department
Attn: Paula Horn
5515 Apache Dr., Suite 100
Globe, AZ 85501

RE: Contract No. ADHS13-031248
HIV Prevention Program

Dear Ms. Horn:

Enclosed are two (2) copies of the executed Contract referenced above. Please retain these copies for your files.

If you have any questions please contact me at (602) 542-1045.

Sincerely,

Manuel Gonzales
Procurement Specialist

Enclosure

CC: Contract File

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-031248

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: HIV Prevention Program **Begin Date:** 07/01/2012

Geographic Service Area: Gila County **Termination Date:** 06/30/2017

1.1.1.1
1.1.1.2 Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.
- [ ] **Other:** Federal Agency

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Gila County Health & Emergency Services**

Address: : **5515 Apache Dr., Suite 100**
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-402-8813

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

12/4/12

Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman

Print Name and Title

Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS13-031248 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this 28th **day of** December, **2012**

Christie Ruth

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

12 4 12

Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

12-26-12

Signature **Date**

Assistant Attorney General: Laura Flores

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

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

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 <u>E-Verify Requirements</u> In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all

Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

5.7 Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

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

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and

shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

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

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

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

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs Seven (7) and Eight (8) shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter Five (5).

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's

activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

    15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

    15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

    If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement

Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

20. **Key Personnel**It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

    1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.

    2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Tobacco & Chronic Disease (BTCD), HIV Prevention Program has the responsibility for administering HIV Prevention Program Cooperative Agreement funds provided by the U.S. Centers for Disease Control and Prevention (CDC). These funds are provided to state health departments to implement a comprehensive statewide HIV Prevention Program. Arizona's program is based upon CDC Cooperative Agreement guidelines. Beginning July 1, 2012, HIV Prevention programming will focus on the goals and strategies outlined in the National AIDS Strategy (NHAS).

The NHAS lays out clear priorities for increasing the impact of HIV prevention efforts in reducing new infections by intensifying HIV prevention in the communities where HIV is most heavily concentrated. NHAS recognizes the connection between prevention and care and treatment in reducing new infections and improving the health of people living with HIV. The strategy also emphasizes the central importance of reducing disparities in HIV prevention and care and in reducing the stigma and discrimination associated with HIV. High-impact prevention prioritizes those interventions that are most cost-effective at reducing overall HIV infections. Examples of these include HIV testing, condom distribution and programs to help people living with HIV avoid transmitting HIV to others.

Based on Arizona epidemiology, the overall recommendation for statewide prevention programming is to target HIV positive persons and their partners, men who have sex with men (MSM), and injection drug users (IDU). *Men who have sex with men have a particular need for prevention services because this behavioral risk group represents the majority of emerging and existent HIV infections in Arizona.* Additionally County Health Departments should provide prevention services to other persons at risk of HIV infection or transmission in accordance with State statutes and rules. **Arizona Revised Statutes: A.R.S. 36-661** (Definitions), **A.R.S. 36-663** (HIV-related testing; restrictions; exceptions), **A.R.S. 36-664** (Confidentiality; exceptions), **A.R.S. 36-665** (Order for disclosure of communicable disease related information), **A.R.S. 36-666** (Violation; classification; immunity), and **A.R.S. 36-667** (Civil penalty). **Arizona Administrative Code R9-6, Article 10** (HIV-related testing and notification) and **Article 11** (STD-related testing and notification), as appropriate to the services provided.

B. PURPOSE

The purpose of these funds is to assist the County Health Department to implement a comprehensive high impact HIV Prevention Program in Gila County.

C. GOALS

1. To provide access to quality HIV testing and Linkage to Care (HTL) for persons residing in Arizona.
2. To increase the number of persons in the jurisdiction who are aware of their status.
3. To bring all providers' services in line with the Funding Opportunity Announcement (FOA) 12-1201, NHAS and National Goals.
4. To provide partner services in public and private sectors to all persons newly diagnosed with HIV or previously positive with a new STD diagnosis, and to all HIV positive persons or their medical providers requesting continuing partner services.

D. SCOPE OF WORK AND TASKS

Contract Requirements

1. Conduct HIV Testing and Linkage to Care

   1.1. Provide access to quality HTL services in Gila County;

   1.2. HTL services will be provided in accordance with the most recent version of the HIV Testing in Healthcare Settings issued by CDC;

1.3. Identify a supervisor for the HIV program in order to facilitate accountability, communication, quality assurance, and the discussion of programmatic issues as appropriate. Training will be provided by ADHS, BTCD to all supervisors on an as-needed basis and during mandatory scheduled Contractor meetings;

1.4. Assure and document that seventy-five percent (75%) of the negative and ninety percent (90%) of the positive individuals tested in this program receive their test results;

1.5. Work with newly HIV-positive clients

1.5.1. Seropositive clients shall receive medical and psychosocial referrals which shall be recorded in the ADHS BTCD web-based reporting systems, and

1.5.2. HTL staff shall elicit clients' needle or works sharing contacts and sexual contacts for referral into the Partner Services System (PS);

1.6. Collaborate with ADHS Prevention Funded Programs or other federally funded programs (i.e. Substance Abuse and Mental Health Services Administration (SAMHSA) or CDC) to ensure the provision of HTL to program participants;

1.7. Ensure that HTL is:

1.7.1. Confidential in all aspects. It is critical that all HTL programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,

1.7.2. Screen for and address potential partner violence,

1.7.3. Culturally sensitive and acceptable to the populations being served by the program, and

1.7.4. Appropriately documented data; shall be collected on all tests conducted in HTL programs in accordance with ADHS and CDC requirements, standards and guidance. This data shall be entered into the CDC BTCD mandated web-based reporting systems;

1.8. Work with the ADHS Arizona State Lab (ASL);

1.8.1. Appropriate laboratory submission forms shall be completed, and specimens shall be delivered to the ASL. All rapid test confirmations shall be tested using blood or serum,

1.8.2. Submitter shall submit, at minimum, a ten (10) ml tube of whole blood to ASL, and

1.8.3. Programs within a county health department (STD, Family Planning, Prenatal, and Correctional) that use an HIV screening test (i.e. rapid test or enzyme immunoassay (EIA)) are eligible to utilize the state lab for confirmatory testing. These programs are subject to the same reporting requirements as the HIV HTL Program for any tests submitted to the ASL.

2. Conduct Partner Services (PS) including partner/spousal elicitation and notification activities.

2.1. Partner Services activities including partner/spousal elicitation and notification and referral activities will be provided in accordance with the most recent version of the Partner Services Guidance issued by CDC;

2.2. Conduct a program to provide PS in public and private sectors to all persons newly diagnosed with HIV in Gila County. These programs should address all steps of PS, including:

2.2.1. Contacting individuals newly diagnosed with HIV to offer them PS,

2.2.2. Interviewing individuals who accept PS to elicit names of and locating information for sex and injection-drug-paraphernalia-sharing partners,

2.2.3. Locating, notifying, testing, and providing test results to partners,

2.2.4. Reporting preliminary positive and supplemental HIV positive test results to ADHS (Prevention and Surveillance) according to established guidelines, and

2.2.5. Linking partners, especially those who test positive, to appropriate medical evaluation, treatment, prevention, and other services;

2.3. Ensure that Partner Services are:

2.3.1. Confidential in all aspects. Concerns often voiced regarding HIV PS include potential violations of confidentiality, the stigma associated with HIV, and the potential for partner violence associated with PS. It is critical that all PS programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,

2.3.2. Available to all cases, regardless of reporting source (i.e. self-report, testing service, surveillance, etc.). Cases shall be initiated within seven (7) days. Every client shall be investigated within twenty-one (21) days of identification to the County Health Department. Data shall be entered into the data system as it is received,

2.3.3. Culturally sensitive and acceptable to the populations being served by the program, and

2.3.4. Timely (i.e., locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Managers may need to prioritize PS activities, such as the order in which HIV-infected individuals are offered PS or the order in which partners are located and offered PS;

2.4. Work with community partners to promote the Integration of PS into existing services:

2.4.1. Ensure that information about how to access PS services is easily accessible by health care providers in the public and private sectors, Community Based Organizations (CBOs), and other agencies diagnosing or providing services to HIV-infected individuals,

2.4.2. Encourage providers, CBOs, and other agencies providing services to HIV-infected individuals to routinely screen clients for ongoing sexual and injection-drug-use activities and to provide partner information to the County Health Department for provision of Partner Services, and

2.4.3. Work with health care providers, CBOs, and other organizations serving or representing HIV-infected individuals to educate them about the potential benefits of PS for HIV-infected individuals, their partners, and the community and to develop community support for these services.

3. Ensure that all cases of HIV and/or AIDS are reported to the ADHS BTCD HIV Prevention Program and HIV Surveillance Program in a timely manner utilizing ADHS BTCD required documentation.

4. Ensure that all staff providing HIV Testing, Linkage to Care, and/or Partner Services receive appropriate training.

4.1. All staff that provides HIV testing or partner services must successfully complete training activities. With guidance to be provided by ADHS BTCD, Contractor shall establish written protocols outlining internal county training activities and provide the protocol to ADHS BTCD within thirty (30) days of t execution; and

4.2. Supervisor shall review all staff performing activities under this contract to ensure adherence to Agreement elements, internal policies/procedures and CDC guidance for said activities. A brief summary of reviews performed shall be included as part of the monthly narrative report to ADHS BTCD.

5. Assure and document that timely client-centered prevention counseling, linkage to care and partner services are provided to each reported case of AIDS or HIV infection regardless of reporting source.

6. Monitor implementation of the HIV Prevention program. In accordance with CDC requirements, the Contractor must collaborate with ADHS BTCD Office of HIV Prevention in reaching performance levels set for HIV Prevention Program Indicators.

7. Record all HTL and PS activities in ADHS BTCD and CDC mandated databases- EvaluationWeb and PartnerServicesWeb

   7.1. All tests conducted in the HIV program must have data entered into the web based system within twenty-four (24) hours for positive tests and seven (7) days for negative tests;

   7.2. PS activities must be entered into the web based data system (Partner Services Web) in accordance with ADHS BTCD HIV Prevention Program established timelines;

   7.3. All staff utilizing the databases shall complete e-authentication procedures outlined by CDC within thirty (30) days of start of Agreement, or thirty (30) days of hire; and

   7.4. All programs must sign the CDC established Memorandum of Understanding and Rules of Behavior documents with ADHS BTCD in accordance with CDC data-management requirements.

Additional Prevention Program Elements

1. Education to providers specifically related to increasing testing, reducing stigma and health disparities, improving HIV care and treatment, prevention with positive persons and linkage to partner services Gila County Health Department staff shall provide education to those in the community who provide services to clients with HIV/AIDS according to the ADHS BTCD approved workplan.

2. Condom distribution to populations at risk for HIV infection or transmission per the ADHS BTCD approved workplan.

3. Outreach testing at sites identified within the county; sites and activities will be defined, and services provided according to the ADHS approved work plan.

4. Social Marketing for HIV Prevention messages; activities will be described in the ADHS BTCD approved workplan.

5. Behavioral Intervention for Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) youth. All activities will be described in the ADHS BTCD approved workplan. Monthly progress will be tracked using ADHS BTCD approved reporting tools.

E. REQUIREMENTS:

The Contractor shall have:

1. Access to computer, internet, E-mail, and other communication strategies to ensure frequent contact with ADHS HIV/AIDS Office prevention staff and performance of web-based reporting activities.

2. Ability to collect all required data and implement web-based data entry.

3. Expertise in PS and HTL techniques.

4. Ability to initiate and maintain agreements with community partners supporting any proposed activities.

5. A current list (as Agreement start date) of personnel providing services under this Agreement. Any changes to personnel shall be reported to ADHS BTCD within five (5) business days. Adhere to the Key Personnel requirements provided in the Terms and Conditions section of this Agreement.

6. Contractors shall provide a complete list of the site numbers operating under their auspices by January thirtieth (30th) of each calendar year. Any additions or deletions will be reported to ADHS BTCD in writing within five (5) business days.

7. Experience providing services to HIV+ persons, MSM, and Injection Drug User (IDU) in the contractor's County.

8. Ability to attend ADHS State Contractors meetings and other trainings as scheduled by ADHS BTCD (approximately twice per year).

9. A designated and identified supervisor for all activities, responsible for working with and reporting to ADHS

10. All websites maintained by Contractors shall contain a notice alerting individuals who may be searching or browsing the web that the content may not be appropriate for all audiences. Sample messages may be obtained from ADHS BTCD.

11. Contractor shall fully cooperate with other Contractors and State Employees fitting their own work into the ADHS Testing Network. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of State Employees.

12. All materials developed or utilized by the program shall include the TESTAZ logo as part of the Arizona HIV Testing Network, may be used in conjunction with any other local marketing. Logo is available from ADHS BTCD Office of HIV Prevention

F. REFERENCE DOCUMENTS: available from ADHS Office of HIV/AIDS Prevention Program upon request:

1. CDC- Partner Services Guidance (2008) www.cdc.gov//hiv/topics/testing/guideline.htm

2. CDC- National Monitoring and Evaluation materials related to data variables and reporting requirements.

3. CDC- Testing in Healthcare Settings Guidance www.cdc.gov//hiv/topics/testing/guideline.htm

4. CDC- Materials Review Interim Guidance.

5. CDC- Guidelines for HIV Surveillance, Control and Partner Information.

6. National HIV/AIDS Strategy www.whitehouse.gov/administration/eop/onap/nhas

7. CDC- High-Impact HIV Prevention www.cdc.gov/HIV (Aug. 2011)

8. CDC Vital Signs (Dec. 2011) http://www.cdc.gov/vitalsigns

9. Laboratory considerations for HIV Rapid Tests
http://www.cdc.gov/hiv/topics/testing/resources (laboratory)

G. APPROVALS:

The ADHS will make payment in accordance to the Terms and Conditions set forth in the Contract.

1. The HIV Prevention Program Manager in the ADHS BTCD, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report (CER).

2. The due date for monthly reports and invoicing is the 15th of the month, following the month of service.

3. ADHS BTCD may authorize variations to, and adjust payments for, under and over production of monthly minimum unit rates, not to exceed the annual contract agreement, on a case-by-case basis.

4. All materials developed or utilized by the program shall be approved by the ADHS Materials Review Committee prior to use. Guidelines for submission may be obtained from ADHS BTCD Office of HIV Prevention.

5. Out of county/state travel must be pre-approved in writing by ADHS BTCD Office of HIV Prevention-Program Manager or their Designee.

6. Prevention Planning Group of Arizona (PPGA) conflict of interest "No person in a paid position of the funded program or supervisory position within the agency may be a co-chair of the PPGA or any task force which provides guidance as to funding or intervention decisions".

H. DELIVERABLES

The Contractor shall provide services and submit to the ADHS BTCD Program Manager a CER of the following deliverables in accordance with the Price Sheet of Cost Reimbursement Line Items.

1. Evidence of web-based submission of accurate and completed PS and HTL data and other information as required or requested by CDC and/or ADHS. Web-based reporting of CDC-required data elements must be completed within the ADHS BTCD Office of HIV Prevention established guidelines.

2. A completed CER including detailed financial back-up matching approved budget narrative by the 15th of the month following the month during which the services were provided.

3. Brief monthly narrative outlining progress toward HTL, PS, and other program elements, areas of programmatic concern, and activities conducted during the month under claim. Due to ADHS by the 15th of the month following the month under claim.

4. Subcontracts or Agreements - if applicable, copies of subcontracts or agreements must be provided to ADHS BTCD within thirty (30) days of initiation (subject to approval), updates to progress of activities must be included with monthly narrative.

5. Labor Activity Reports (monthly) if any funding is included partial Full Time Equivalent (FTE) staff time, per the detailed budget narrative.

6. Delivered to ADHS BTCD HIV Prevention program by November 30th of each year, a detailed update to the Work Plan for the next year of service (including as applicable; updated recruitment plan, condom distribution plan, behavioral intervention plans and evaluation plan).

7. Evaluation Report, according to a format provided by ADHS BTCD shall be due on January 30th of the year following the year under claim.

I. ACCEPTANCE

1. Acceptance is signified by signature of the ADHS BTCD Program Director on the CER showing performance is satisfactory for payment.

2. Upon receipt and approval of all specified deliverables

J. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Contractor to ADHS should be sent to:

   Arizona Department of Health Services
   Bureau of Tobacco and Chronic Disease
   HIV Prevention Program
   Attn: Chelley Weber

150 N. 18th Avenue, #310
Phoenix, AZ 85007
602-364-0822

2. Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Gila County Health & Emergency Services
Attention: Paula Horn
5515 Apache Dr., Suite 100
Globe, AZ 85501

PRICE SHEET
Effective July, 2012

Cost Reimbursement Line Items	Budget Amount
1. Personnel Services	$1,771.00
2. Employee Related Expenses	$432.00
3. Professional & Outside Services	$0
4. Travel Expenses	$493.00
5. Other Operating Expense	$1,865.00
6. Capital Outlay Expense	$0
7. Other (Indirect Costs)	$0
Total Contract Amount (not to exceed)	$4,561.00

1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

A. With prior written approval from the ADHS BTCD HIV Prevention Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Agreement amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the Agreement amount, or to a non-funded line item, shall require an Agreement amendment.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1699 **Consent Agenda Item 3- I**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Finance Department		
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	04-02-13 to 08-01-14	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Request to Advertise Invitation for Bids No. 110812-1 Re-Bid for Chips, ABC, and Asphalt for Copper Region

Background Information

On December 18, 2012, the Gila County Board of Supervisors authorized a Request to Advertise for Bids No. 110812 Chips, ABC, Asphalt & Cold Mix for the Copper Region and the Timber Region.

Invitation for Bids No. 110812 for Chips, ABC, Asphalt and Cold Mix for the Copper Region and the Timber Region, was advertised in the Arizona Silver Belt on January 2, 2013 and January 9, 2013. All bids were due on January 16, 2013.

Evaluation

Gila County received three sealed bids on January 16, 2013, in response to Invitation for Bids (IFB) No. 110812 for the purchase of chips, ABC, asphalt and cold mix for the Copper Region and the Timber Region. Eleven (11) prospective suppliers and two construction publications were contacted by phone to get the correct email addresses or mailing address to send out the IFB. Invitation for Bids No. 110812 was emailed out to all eleven (11) of the suppliers and the two construction publications, as well as being posted on the Gila County website.

The Public Works Division Director, Steve Stratton, desires to award the contract for the purchase of chips, ABC, and asphalt, for the Timber Region portion, and re-bid the Copper Region of the IFB based on the pricing that Gila County received from the three bidders.

Upon careful review and consideration, the Finance Department concurs that the Copper Region should go back out for re-bid. After receiving clarification from all three vendors on the method they used to determine their mileage charge, the pricing that was submitted for this IFB is higher than what we have previously been paying and currently are paying.

Conclusion

The advertisment dates for the re-bid for Invitation to Bid No. 110812-1 will be March 27, 2013, and April 03, 2013, with a new bid due date of April 17, 2013.

Recommendation

The Finance Department and the Public Works Division recommend that the Board of Supervisors approve the re-advertisement of Invitation for Bid No. 110812-1 for the purchase of chips, ABC, and asphalt for the Copper Region.

Suggested Motion

Approval to re-advertise an Invitation for Bids (No. 110812-1) for the purchase of chips, ABC and asphalt for the Copper Region.

Attachments

Request to Advertise 110812-1

Chips, ABC and Asphalt Copper Region Bid No. 110812-1 Re-Bid

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of $50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR *Check one*

Bids X Proposals _____

Qualifications _____

REQUEST NUMBER

110812-1

(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: Pavement Preservation, Chip Seals, Road & Parking Lot Maintenance

Fund 6510 Dept No. 341 Program 526 Location 0 Account 4300.80, 4300.81 & 4300.82

Estimated Cost $ 960,000.00

INTENT

It is the intent of this solicitation to establish a contract with a contractor to provide for Chips, ABC and Asphalt for the Copper Region

Signed: _____ Date 2-28-13

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE				
	Department Receipt	12/28/2013	Placed on Agenda	2/28/2013
	Presented to Board	3/19/2013	Approved to Call	
	Delivered to Paper	3/20/2013	Paper Name	**Arizona Silver Belt**
	Advertised From	3/27/2013	To	4/3/2013
	Closing Date	4/17/2013	Bid Award Date	
	Awarded To		Pre-Bid Meeting Date	

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED:

Finance Director Signature _____ Date _____

CHIPS, ABC, AND ASPHALT
COPPER REGION

BID NO. 110812-1
RE-BID

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

County Manager
Don E. McDaniel, Jr.

Public Works Director
Steve Stratton

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GILA COUNTY
REQUEST FOR PROPOSALS
BID NO. 110812-1 CHIPS, ABC, AND ASPHALT
COPPER REGION

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

SUBMITTAL DUE DATE: **2:00 P.M., Local AZ Time, April 17, 2013**

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

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

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

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Finance Department at (928) 402-8612 and are strongly encouraged to carefully read the entire Request for Proposal. The solicitation may also be downloaded from the Gila County Website at http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php.

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

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

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

Arizona Silver Belt Advertisement Dates: March 27, 2013 and April 03, 2013

Signed: _____ Date:____/_____/_____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

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

SCOPE OF SERVICE/WORK/SPECIFICATIONS

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

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

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

INSTRUCTIONS TO SUPPLIERS

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

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Proposals

A. Sealed Proposals will be received by the County of Gila Finance Department, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.

Instructions to Suppliers continued.....

D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the RFP shall be listed on the proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Addenda

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

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 35 (the numbers of which shall be filled in on the Proposal Form).
2. Copies of all addenda must be attached to the submittal.

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

Inquires

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

Instructions to Suppliers continued.....

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

Late Proposals

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

Submittal Proposal Format:

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

1. By signature in the offer section of the Offer and Acceptance page, supplier certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.

   B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

Instructions to Suppliers continued.....

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "CHIPS, ABC AND ASPHALT FOR COPPER REGION", Contract Number, "110812-1", Date "April 17, 2013", and Time "2:00 PM/MST" of Proposal opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award Contract/Agreement

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:

        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible supplier(s). To ensure that all Suppliers are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposals will be reviewed by the Gila County Board of Supervisors.

5. Those Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

General Terms and Conditions continued.....

Protests

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

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Supplier shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Supplier. The Supplier shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 36, OFFER AND AGREEMENT PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 25-26.

Supplier Award Agreement continued.....

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Supplier Award Agreement continued.....

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Supplier fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Supplier shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Supplier Award Agreement continued.....

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

Supplier Award Agreement continued.....

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

Proposal Evaluation Process

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

General

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

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

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

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.** Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

Minimum Specifications Terms and Conditions continued.....

1.5.1 One (1) original and two (2) copies with **original signatures** of all submissions is MANDATORY.

1.5.2 Qualification and Certification Forms, (page 25 & 26)

1.5.3 Price Sheet, (page 27, 28 and 29)

1.5.4 References, (page 30)

1.5.5 No Collusion in Bidding, (page 31)

1.5.6 Intentions for Subcontracting, (page 32)

1.5.7 Anti-Terrorism Warranty, (page 33)

1.5.8 Legal Arizona Workers Act Compliance, (page 34)

1.5.9 Checklist and Addenda Acknowledgment, (page 35)

1.5.10 Offer and Agreement page, MANDATORY (Attachment page 36 and 37)

SECTION 2.0

Proposal Pricing

2.1 The Supplier shall submit the Proposal in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 4.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for a two (2) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Request for Proposals. Pricing offered should be noted on the price sheet, page 27, 28 and 29, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

Minimum Specifications Terms and Conditions continued.....

SECTION 3.0

Price Adjustments

3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment as follows:

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month proposals are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:

3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.

3.2.3 Sample of formula as follows:

($ amount change in ADOT index) X (% of bituminous material) + (amount bid)

Minimum Specifications Terms and Conditions continued.....

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

SECTION 4.0

Ordering

4.1 Ordering

4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the County during the term of this contract.

4.1.2 Material Supplier shall be given advance notice of material order as needed by Gila County.

4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Request for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

4.1.4 TESTING: The awarded Material Supplier is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material Supplier to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

4.2 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

Minimum Specifications Terms and Conditions continued.....

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

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

SECTION 5.0

Product Specifications – Minimum Specifications: Bid No. 110812-1 Chips, ABC and Asphalt for Copper Region

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

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

Minimum Specifications Terms and Conditions continued.....

Asphalt

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

ABC

ADOT Specifications, Class II; MAG Spec

Chips

Size 3/8" and 1/2"

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

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

Minimum Specifications Terms and Conditions continued.....

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

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

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

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

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

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

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

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

INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Supplier from liabilities that might arise out of the performance of the work under this Contract by the Supplier, his agents, representatives, employees, or subcontractors. Supplier is free to purchase such additional insurance as may be determined necessary.

Insurance Provisions continued.....

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

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

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

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

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

2. **Automobile Liability**

   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

Insurance Provisions continued.....

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Insurance Provisions continued.....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

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

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

SECTION 6.0

Contract Number 110812-1 Chips, ABC and Asphalt for Copper Region

The applicant submitting this Proposal warrants the following:

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

_____

_____

_____

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

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

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

Qualification & Certification continued.....

6.5 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.

f. Gila County reserves the right to request additional information.

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

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

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET – COPPER REGION

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

Product Description	Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec. FOB Plant *Price Per Ton	$ _____._____
1/2" Chips (12.7 mm) ADOT Spec. Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	$ _____._____
3/8" Chips (9.5 mm) ADOT Spec. FOB Plant *Price Per Ton	$ _____._____
3/8" Chips (9.5 mm) ADOT Spec. Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	$ _____._____

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

Minimum _____ Ton for pick up FOB plant

Amount $ _____ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

PRICE SHEET – COPPER REGION

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

Product Description	Price Per Ton
A.B.C. (ADOT Class 2) FOB Plant *Price Per Ton	$ _____._____
A.B.C. (ADOT Class 2) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	$ _____._____
A.B.C. (MAG Spec) FOB Plant *Price Per Ton	$ _____._____
A.B.C. (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	$ _____._____

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

Minimum _____ Ton for pick up FOB plant

Amount $ _____ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

PRICE SHEET – COPPER REGION

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

Product Description	Price Per Ton
3/8" Asphalt (9.5 mm) (MAG Spec) FOB Plant *Price Per Ton	$ _____._____
3/8" Asphalt (9.5 mm) (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	$ _____._____
3/4" Asphalt (19.0 mm) (MAG Spec) FOB Plant *Price Per Ton	$ _____._____
3/4" Asphalt (19.0 mm) (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	$ _____._____

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

Minimum _____ Ton for pick up FOB plant

Amount $ _____ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20. Pricing shall be F.O.B. plant.

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

REFERENCE LIST

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

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

References

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

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

AFFIDAVIT BY SUPPLIER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID **NO. 110812-1** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2013.

_____ **My Commission expires:** _____
Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Request for Proposals No. 110812-1 Chips, ABC and Asphalt for Copper Region,** my intention concerning subcontracting a portion of the work is as indicated below.

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

☐ YES, it is my intention to subcontract a portion of the work.

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

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

_____
Date

ANTI-TERRORISM WARRANTY

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

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

SUPPLIERS CHECKLIST

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

CHECKLIST

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2013.

_____
SUPPLIER:

_____
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Supply: **CHIPS, ABC and ASPHALT FOR COPPER REGION, Gila County Arizona, Bid Proposal No. 110812-1.** All proposals shall be filed at **Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501**, on or before 2:**00 PM/MST, Wednesday, April 17, 2013.**

OFFER AND AGREEMENT PAGE

To Gila County

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

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

Contract Number: 110812-1 Chips, ABC and Asphalt for Copper Region

Supplier Submitting Proposal:

_____
Company Name

_____
Address

_____
City **State** **Zip**

For Clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

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

Offer Page continued.....

The offer is hereby accepted.

The Supplier _____ is now bound to provide the materials or services listed in RFP Number 110812-1, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.

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

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this _____ day of _____, 2013

_____
Michael A. Pastor, Board of Supervisors

ATTEST;

_____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM;

_____
Bryan Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

ARF-1712 **Consent Agenda Item 3- J**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Finance Department		
Fiscal Year:	2013-2014	Budgeted?:	No
Contract Dates Begin & End:	01-16-13 to 03-15-13	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approval of Amendment No. 1 to Contract No. 011013 with Noble Building L.L.C.

Background Information

On January 16, 2013, Gila County entered into Contract No. 011013 for Weatherization Project No. HH#152-12-03. The contract was for a flat fee bid amount of $47,385.66. The contract term was from January 16, 2013, to March 15, 2013.

Evaluation

During the course of performing their original scope of work, Noble Building L.L.C. found damage to the existing roof supports and sheathing, beyond the original scope of work. The cost to add extra support to the roof structure, which is needed in order to install the metal roof contained in the original scope of work, is six thousand dollars ($6,000). Amendment No. 1 has been issued to increase the flat fee bid contract amount of $47,385.66, by $6,000 for a new total contract amount of $53,385.66.

Conclusion

Due to the Change in Conditions discovered during the course of Noble Building L.L.C. peforming their original scope of work, the Gila County Office of Community Services requests authorization to increase the contract amount for Gila County Contract No. 011013, by $6,000, for a new total contract amount of $53,385.66, for the additional cost for the extra roof support necessary to complete the original scope of work.

Recommendation

Gila County Office of Community Services recommends the Board's approval of Amendment No. 1 to Gila County Contract No. 011013, Weatherization Project No. HH#152-12-03, with Noble Building L.L.C., to increase the original contract amount of $47,385.66 by $6,000 for a final total contract amount of $53,385.66.

Suggested Motion

Approval of Amendment No. 1 to Gila County Contract No. 011013, Weatherization Project No. HH#152-12-03, between the Gila County Community Services Division and Noble Building L.L.C., to increase the contract amount by $6,000, for additional roof structure support, for a total contract amount of $53,385.66.

Attachments

Amendment 1 to Contract No. 011013

Service Agreement No. 011013 with Noble Building

Legal Explanation

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

GILA COUNTY CONTRACT NO. 011013
WEATHERIZATION PROJECT NO. HH#152-12-03

NOBLE BUILDING L.L.C.

Effective January 16, 2013, Gila County and Noble Building L.L.C. entered into a contract whereby Noble Building L.L.C. agreed to provide all materials, labor, construction equipment and services required for performing all work for Weatherization Project No. HH#152-12-03, Miller Residence at 750 S. Second Street in Miami, Arizona.

The contract was issued for a flat fee bid of $47,385.66. Amendment No. 1 is being issued to address the Change in Conditions, discovered when Noble Building L.L.C., during the course of performing their original scope of work, found damage to the existing roof supports and sheathing, beyond the original scope of work. The cost to add extra support to the roof structure, which is needed in order to install the metal roof contained in the original scope of work, is Six Thousand dollars ($6,000.00). Consequently, the contract is amended to increase the flat fee bid by $6,000.00 to $53,385.66.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman Board of Supervisors

NOBLE BUILDING L.L.C.

_____
Authorized Signature

Jedidiah Bryan Tarenhaus
Print Name

ATTEST

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 011013

WEATHERIZATION PROJECT NO. HH#152-12-03

THIS AGREEMENT, made and entered into this 16TH day of JANUARY, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#152-12-03, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

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

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the

"State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by

Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 47,385.66** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 011013 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: 1/16/13

NOBLE BUILDING LLC ~~INC.~~

Signature

J. Byron Tarrenhaus

Print Name

ATTACHMENT "A"

GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501
PHONE: (928) 425-7631 FAX: (928) 425-9468
"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services
Weatherization Program

BID RESULTS FORM

Quote Request Date: 1/03/2013 Job Number: CDBG 152-12-03

Name: Jennifer Miller

Address: 750 S. Second St.

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 10:00 ☒am ☐pm. Bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
Mountain		$ 65,445.00
Point		$ No bid
Noble		$ 47 305.66
Rodriguez		$ 50 641.42
		$
		$

Person opening bids: Gabriel Eylicio Witness: Nicholas Montague

Bidder Selected: Noble

Supervisor Sign-off Date 1-8-2012

Housing Rehabilitation | Community Action | Section 8 Housing | GEST

Workforce Investment Act | REPAC | Weatherization Program

Reasonable accommodations for persons with disabilities may be requested.

ATTACHMENT "A"

NOBLE BUILDING L.L.C.
236 W. Thompson Road
PAYSON, AZ 85541

Estimate

12/31/2012

Jennifer Miller
750 S. Second st
Globe AZ 85501

P.O. No.

Description	Total
#5- 200 amp panel	1,250.00T
#6- Rewire house	5,040.00T
#7- Roofing	12,000.00T
#8- HVAC	9,178.16T
#9- Stairs	600.00T
#10- Insulation	1,500.00T
#11- butt closet	150.00T
#12- Drywall and prime	750.00T
#13- windows	5,100.00T
#14- int door	300.00T
#15- Back door	800.00T
#16- Front door	800.00T
#17- Under stair door	300.00T
#18- Attic door	300.00T
#19-Interior paint	4,500.00T
#20-Exterior paint	2,000.00T
#21- Indoor out door carpet	639.84T

Subtotal	$45,155.00
Sales Tax (4.94%)	$2,230.66
Total	$47,385.66

excepted _____

Phone # (928) 478-0059 Fax # (928) 478-4514 noblebuildingllc@yahoo.com

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-1708 **Consent Agenda Item 3- K**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For: Joseph Heatherly, Finance Director

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

Department: Finance Department

Information

Request/Subject

Amendment No. 2 - U.S.D.A. Forest Service Amendment for Special-Use Authorization

Background Information

On March 14, 2000, the Gila County Board of Supervisors signed a Special Use Permit that was issued by the U.S. Department of Agriculture (USDA) Forest Service. This permit allows Gila County to operate a landfill in the northern region of the Tonto National Forest, Payson Ranger District. The permit area covers 57.77 acres and is called the Buckhead Mesa Landfill. The permit is set to expire on December 31, 2019. This permit allows Tonto National Forest, Payson Ranger District, to charge Gila County $18,998.24 annually. Per the terms of the permit, that amount may be readjusted whenever necessary to commensurate with the fair market value of the authorized use.

On November 1, 2011, the Gila County Board of Supervisors approved Amendment No. 1-Special Use Authorization, which allowed a credit to the annual Gila County permit charge, for fees incurred by the Forest Service for dumping at the Buckhead Mesa Landfill. This resulted in a $318.62 savings to Gila County on the 2012 annual permit charge.

Amendment No. 1 expired December 31, 2012. Amendment No. 2-Special Use Authorization will serve to continue the year end credit to Gila County for fees incurred by the Forest Service at the Buckhead Mesa Landfill. Amendment No. 2 will expire on December 31, 2019, concurrent with the permit expiration date.

Evaluation

The arrangement works well for both agencies. Amendment No. 1, Special-Use Authorization, expired December 31, 2012. Amendment No. 2, Special-Use Authorization, is being presented to the Board of Supervisors so we may continue this practice of crediting Gila County's annual permit fee by the amount of dumping fees incurred by the Tonto National Forest, Payson Ranger District, each year until the Special Use Permit expires on December 31, 2019.

Conclusion

Amendment No. 2 will serve to reduce the annual permit fee charged to Gila County, by the annual dumping fees charged to the Tonto National Forest, Payson Ranger District, thereby eliminating the need for the Forest Service to send Gila County a check each month.

On November 1, 2011, the Gila County Board of Supervisors approved Amendment No. 1-Special Use Authorization, which allowed the fees incurred by the Forest Service to dump at the Buckhead Mesa Landfill to be credited back to Gila County on the annual invoice. This resulted in a $318.62 savings to Gila County on the 2012 annual permit charge.

Recommendation

Gila County Public Works recommends authorization of the Chairman's signature on USDA Forest Service Special Use Authorization Amendment No. 2, to allow the Forest Service to dump at the Buckhead Mesa Landfill and use that tipping fee as a credit on the Landfill annual special use permit fee at year end, until the end of the Special Use Permit on December 31, 2019.

Suggested Motion

Authorization of the Chairman's signature on U.S. Department of Agriculture Forest Service Amendment No. 2 for Special-Use Authorization which will expire on December 31, 2019, concurrent with the permit expiration date, with regard to the Forest Service dumping fees at the Buckhead Mesa Landfill.

Attachments

USDA Special Use Authorization Amendment #2

USDA Special Use Authorization Amendment #1

Special Use Permit signed March 2000

Legal Explanation

Auth ID: PAY41 Contact ID: CHRISTENSEN,RA Use Code: 341	FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 2

This amendment is attached to and made a part of the special use authorization for Buckhead Mesa Landfill issued to GILA COUNTY BOARD OF SUPERVISORS on 03/02/2000 which is hereby amended as follows:

The Forest Service will be allowed to dump at the landfill and will be extended a fee credit at the landfill in the amount of the annual landfill bill. During the billing cycle, the landfill bill will be reduced by the amount of fee credit used by the Forest Service throughout the year. For example, if the Forest service uses $2,000 in dumping fees, the bill for the landfill will be reduced by $2,000.

Forest Service dumping credit will not exceed the amount of the annual Landfill bill. Additionally, receipts/tickets will be provided by the Landfill to the Forest Service employee at the time of dumping and monthly tracking will occur.

This amendment will expire 12/31/2019 concurrent with permit expiration.

This Amendment is accepted subject to the conditions set forth herein, and to conditions to attached hereto and made a part of this Amendment.

Gila County Board of Supervisors	U.S. Department of Agriculture Forest Service
Holder	Neil Bosworth
	Forest Supervisor
Date	Date

ATTEST:_____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM: _____
Bryan B. Chambers, Deputy Attorney Principal

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

United States Department of Agriculture
Forest Service
Tonto National Forest
2324 E. McDowell Rd.
Phoenix, AZ 85006
Phone: 602.225.5200
Fax: 602.225.5295
V/TTY: 602.225.5395

File Code: 2720
Date: November 22, 2011

Shannon Coons
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

RECEIVED
NOV 28 2011
PUBLIC WORKS

Dear Ms. Coons:

Enclosed is a fully executed copy of Amendment #1 for the Buckhead Mesa Landfill located on the Payson Ranger District of the Tonto National Forest. Please keep this copy for your records.

Please contact Rachael Hohl at the Payson Ranger District at 928-474-7930 with any questions or comments.

Sincerely,

GENE BLANKENBAKER
Forest Supervisor

Enclosures

Auth ID: PAY41 Contact ID: CHRISTENSEN,RA Use Code: 341	FS-2700-23 (v. 10/09) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AMENDMENT
FOR

SPECIAL-USE AUTHORIZATION

Amendment#: 1

This amendment is attached to and made a part of the special use authorization for Buckhead Mesa Landfill issued to GILA COUNTY BOARD OF SUPERVISORS on 03/02/2000 which is hereby amended as follows:

The Forest Service will be allowed to dump at the landfill and will be extended a fee credit at the landfill in the amount of the annual landfill bill. During the billing cycle, the landfill bill will be reduced by the amount of fee credit used by the Forest Service throughout the year. For example, if the Forest service uses $2,000 in dumping fees, the bill for the landfill will be reduced by $2,000.

Forest Service dumping credit will not exceed the amount of the annual Landfill bill. Additionally, receipts/tickets will be provided by the Landfill to the Forest Service employee at the time of dumping and monthly tracking will occur.

This amendment will expire 12/31/2012; a subsequent amendment may be completed for a longer term if both parties agree.

This Amendment is accepted subject to the conditions set forth herein, and to conditions to attached hereto and made a part of this Amendment.

Gila County Board of Supervisors	U.S. Department of Agriculture Forest Service
Tommie C. Martin	Gene Blankenbaker
Holder Tommie C. Martin	Gene Blankenbaker
Chairman, Board of Supervisors	Forest Supervisor
Date	Date 11/21/11

ATTEST: Marian Sheppard
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:
Bryan B. Chambers, Chief Deputy County Attorney

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Authorization ID: PAY 41
Contact ID:
Expiration Date: 12/31/2019
Use Code: 341

FS-2700-4 (8/99)
OMB 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY: Organic Act of June 4, 1897

GILA COUNTY BOARD OF SUPERVISORS of **1400 E. ASH ST. GLOBE, AZ 85501** (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Tonto National Forest , Payson Ranger District.

This permit covers 57.77 acres, and is described as part of the NW1/4, Sec. 2, T 11 N, R 9 E, G&SRM as shown on the location map attached to and made a part of this permit, and is issued for the purpose of: u**sing and maintaining a sanitary landfill for incorporated and unincorporated communities of northern Gila County. This permit is valid only with a current operating permit from Arizona State Department of Health. Facilities include trash disposal cells, gas venting system, monitoring wells, cover material excavation site, water well, pumphouse, water storage tank, perimeter fencing, road right-of-way fencing, scale building, motor oil collection tank, earthmoving equipment, storage yard, evaporation and leachate ponds and a gated paved access road.**

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart Be, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C.G.611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2019. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 200 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by N/A and shall be completed by N/A. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay an annual fee of eighteen thousand nine hundred ninety eight dollars and twenty four cents ($18998.24) for the period from January 1. 2000 to December 31, 2000 and thereafter annually on January 1, eighteen thousand nine hundred ninth eight dollars and twenty four cents ($18998.24) : Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

C. Payment Due Date. The payment due date shall be the close of business on January 2 of each calendar year payment is due. Payments due the United States for this use shall be deposited at USDA - FS, C/O Bank of America, File 71652, P.O. Box 60000, San Francisco, CA 94160-1652 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to it's original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Nondiscrimination in Employment and Services. During the performance of this authorization, the holder agrees:

1. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. (Ref. Title VII of the Civil Rights Act of 1964, as amended).

2. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex national origin, age, or disability, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments, and the Age Discrimination Act of 1975).

3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.

4. When furnished by the Forest Service, signs setting forth this policy of non discrimination will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

5. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States of the Sate in which the breach or violation occurs.

E. Roads, Secondary Use.

1. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations previously approved by the authorized officer.

2. Only the authorized officer may extend rights and privileges for use of the road constructed on the premises to other non-Federal users on the condition that such users shall pay a fair share of the current replacement cost less depreciation of the road and any reconstruction costs necessary to accommodate its use.

3. The Forest Service retains the right to occupy and use the right-of-way. It also may issue other uses including rights-of-way, on and through the authorized area, provided that the occupancy and use does not unreasonably interfere with the rights granted herein.

F. Archeological-Paleontolgical Discoveries. The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

This permit is accepted subject to the conditions set out above.

GILA COUNTY BOARD OF SUPERVISORS

By: Ronald A. Christensen
RONALD A. CHRISTENSEN
Chairman

Date: March 14, 2000

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: Thomas J. Clabrude
for: CHARLES R. BAZAN
Forest Supervisor

Date: 3/2/00

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

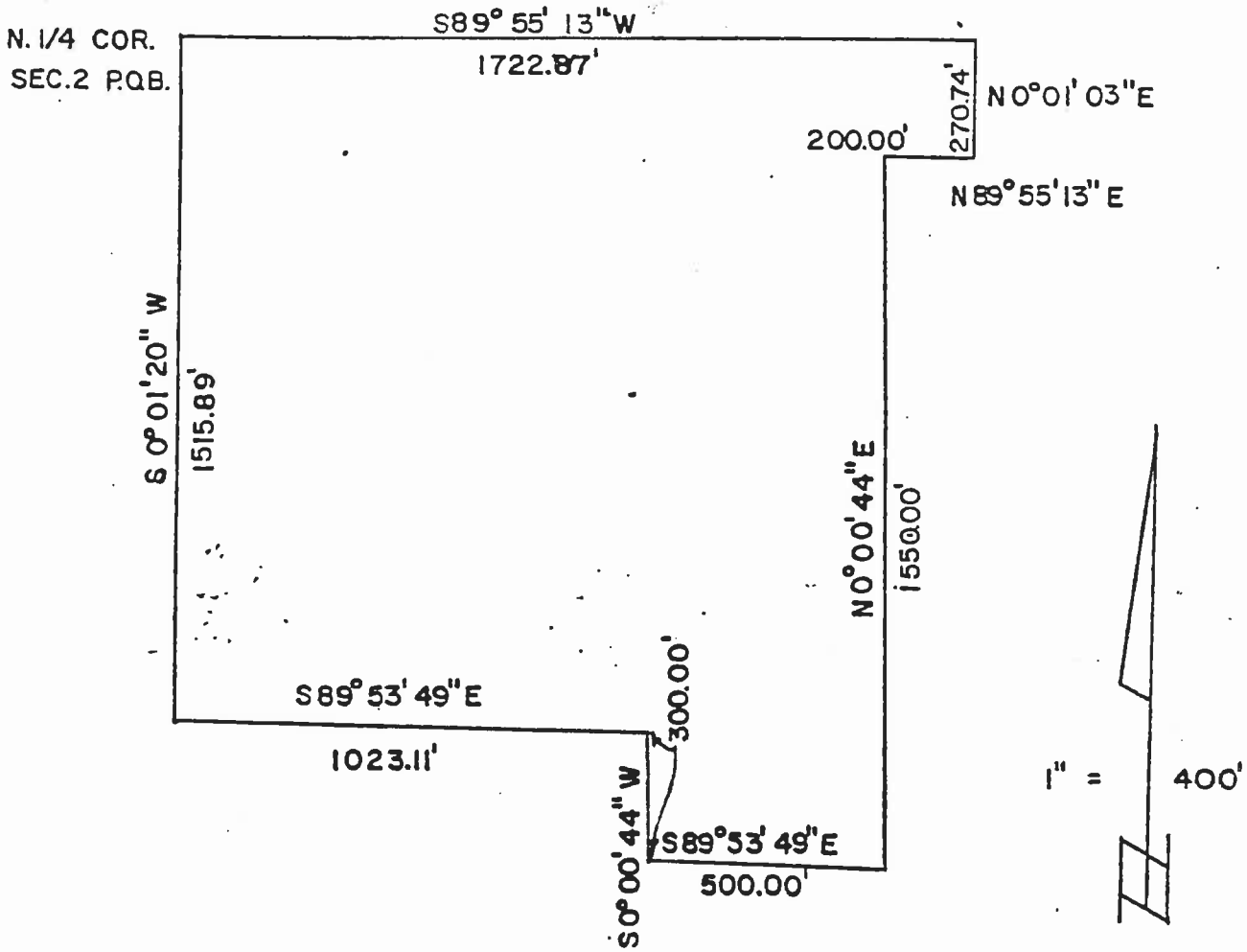
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT "A"

BUCKHEAD MESA LANDFILL
USFS SPECIAL USE PERMIT

SKETCH OF AREA INCLUDED
IN LEGAL DESCRIPTION

(REFERENCE: R.O.S. NO. 209, BEING A SURVEY
OF THE N 1/2 OF SEC. 2, T. 11 N., R. 9 E., G.&S.R.B.&M.

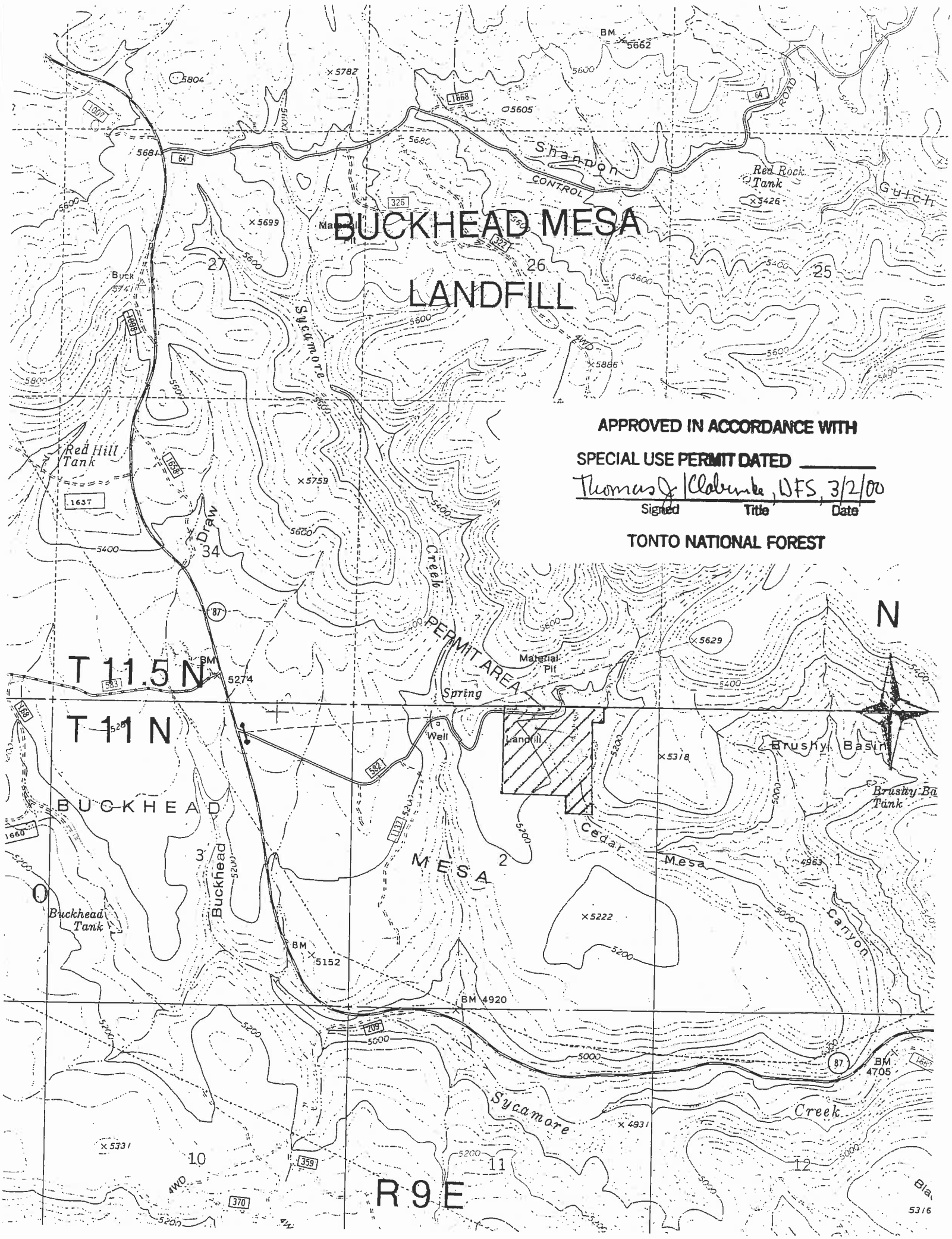


LEGAL DESCRIPTION

BUCKHEAD MESA LANDFILL BOUNDARY

COMMENCING at the north ¼ corner of Section 2, T.11N., R.9E. G&S.R.B&M Gila County, Arizona; thence S0°01'20"W. 1515.89 feet; thence S89°53'49"E. 1023.11 feet; thence S0°00'44"W. 300.00 feet; thence S89°53'49"E. 500.00 feet; thence N0°00'44"E. 1550.00 feet; thence N89°55'13"E. 200. feet; thence N0°01'03"E. 270.74 feet; thence S89°55'13"W. 1722.87 feet to the point of beginning containing 57.77 acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13961
HUGH H.
HAENNELT JR.
Date Signed 10/24/
ARIZONA, U.S.A.


BUCKHEAD MESA
LANDFILL
APPROVED IN ACCORDANCE WITH
SPECIAL USE PERMIT DATED
Thomas J. Clabaugh, DFS, 3/2/00
Signed Title Date
TONTO NATIONAL FOREST
Shannon
CONTROL
ROAD
Red Rock Tank
Gulch
Sycamore
Draw
Red Hill Tank
Creek
PERMIT AREA
Material Pit
Spring
Well
Landfill
Brushy Basin
Brushy Ba Tank
Cedar Mesa
Canyon
BUCKHEAD
MESA
Buckhead
Buckhead Tank
Sycamore
Creek
T 11.5 N
T 11 N
R 9 E
N
BM 5662
BM 5274
BM 5152
BM 4920
BM 4705
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5681
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GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-1682 **Consent Agenda Item 3- L**

Regular BOS Meeting

Meeting Date: 03/19/2013

Submitted For: Jessica Courtney, Go-Kart Club Secretary

Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Information

Request/Subject

Gila Monsters Go-Kart Racing Club's request to use the Go-Kart Racing track at the Gila County Fairgrounds for the period of April 1, 2013, through September 22, 2013, with a waiver of fees.

Background Information

The Gila Monster Go-Kart Racing Club is a non-profit organization of volunteers for the young children and teenagers in our community who have a passion for racing. The 2013 season is the Gila Monsters Go-Kart Club's 17th season of racing in the area. The racing season commences the week of April, with the final race of the season during the weekend of the Gila County Fair, September 2013.

The Gila Monsters Go-Kart Club provides their own insurance through Tag Racing International; a volunteer paramedic from one of the local fire stations is present for medical emergencies during all races.

The Gila Monsters Go-Kart Racing Club pays for the electrical services year round at the Fairgrounds' Go-Kart Racing track.

The 2013 Board members are as follows: President Jason Wood; Vice-President Matthew Mabitt;Secretary Jessica Courtne;Treasurer Debra Blair.

Evaluation

The Gila Monsters Go-Kart Club provides a clean atmosphere for young children and teenagers to be involved in fun entertainment in the community.

Conclusion

The request to use the Fairgrounds' Go-Kart Track, with a waiver of fees, should be approved for the 2013 Gila Monsters Go-Kart Racing season.

Recommendation

The recommendation is to approve the Gila Monster Go-Kart Club's request.

Suggested Motion

Approval of Gila Monsters Go-Kart Club's request to use the Go-Kart Track at the Fairgrounds for the period of April 1, 2013, through September 22, 2013, with a waiver of fees.

Attachments

Gila Monster Go-Kart Racing F.G. Application

Go-Kart Schedule for 2013

Gila Monster Go-Kart Waiver Letter

Go-Kart Certificate of Insurance

APPLICATION TO RENT GILA COUNTY FAIRGROUNDS' FACILITIES

Name of Individual or Organization:	Gila Monster Go-Karts		
Address of Individual or Organization:	P.O. Box 1974 Claypool Az 85532		
Function to be Held:	At Gila County Fairgrounds Go-Kart track		
Contact Person for Event:	Jessica Courtney		
Telephone No.:	928-812-2348		
Date(s) Requested:	4-7-13	thru	9-21-13
Time of Event:		to	
Estimate How Many People Will Attend Event:	100		
Liquor License No. and Sold by (Name):		Served only?	
Will this event be public or private?	✓ Public		Private
If public, would you like this event listed on the Gila County Fairgrounds webpage?	✓ Yes		No
Information to be posted on webpage:	Is there an entrance fee?	Yes	No
Pit Fee's Adults: $5.00 5 & Under free Free to sit in the stands	Children: $5.00	Drivers ~~Seniors:~~	$15.00

Which facility will be rented? Please check appropriate box, fill in # of days or hours and enter Total Fee(s).

BUILDINGS

☐ Exhibit Hall: The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.

		Total Fee:
First Day of Event - $350.00		
Each Additional Day of Event - $250.00	Days	
($50.00 of cleaning deposit is non-refundable) Cleaning Deposit $150.00		$150.00
Key Deposit - $25.00		$25.00

☐ Commercial Building: Capacity is 320 people.

First Day of Event - $200.00		
Each additional Day - $100.00	Days	

OUTDOOR FACILITIES

E.M.T. required for Go-Kart and all High Risk events. Horse Racing Events required to have ambulance and E.M.T.

☐ ATV Grounds

$75.00 per day; $300.00 per week (5 days) — Days

☐ Rodeo Arena

First Day of Event - $1,200.00 + set up charges		
$ 150.00 for each additional day	Days	
$25.00 per hour for lights	Hours	

☐ Grandstand Area

First Day of Event - $500.00		
$150.00 each additional day	Days	

☐ Livestock Shed A (60 x 120)	$150.00 per day	Days	
☐ Livestock Shed B (80 x 120)	$150.00 per day	Days	
☐ Livestock Shed C (30 x 120)	$150.00 per day	Days	
☐ Horse Stall(s)	$10.00 Each per day	Days	
☐ Car Track/Motor Cross	$150.00 per day	Days	
☐ Other Areas at Fairgrounds	$150.00 per day	Days	
		TOTAL FEE(S) DUE:	

POLICIES/PROCEDURES: Please read carefully.

1. Gila County requires the event sponsor/individual to provide security/traffic control personnel for events where:
   a. Alcohol/liquor is served or sold;
   b. Events are offered for public attendance;
   c. More than 480 persons are expected to attend a private event;
   d. Under all other circumstances the event sponsor/individual will provide adequate security. It is understood that no security is provided by the County through the County;
   e. It is further understood that the event sponsor/individual is to exercise reasonable judgment regarding the number of security/traffic control personnel needed for their event. **At a minimum no less than two (2) law enforcement officers are required for every 480 persons in attendance. At least one (1) officer must be an Arizona Post Certified Officer and the other may be a Gila County Sheriff Posse Reserve.**
2. If alcohol/liquor is sold or served, it is the Gila County Board of Supervisors' policy not to allow alcohol/liquor outside the building. Law Enforcement Officers have been instructed to enforce this policy.
3. All functions are to end by 12 midnight. This includes removing all personal property. Gila County will not be responsible or liable for any personal property left after the function ends.
4. The refundable portion of the cleaning deposit will be forfeit if the building is not cleaned or if there are any damages to the building or related equipment.
5. Prior to picking up the key from the Fairgrounds, all fees must be paid, arrangements for security secured, and certificate of insurance verified. **Fairgrounds Office (928-425-5924)** Open between the hours of 6:00 a.m. and 2:30 p.m.
6. Insurance is required for all individual events. Some County sponsored events or functions may be required to provide additional insurance. A copy of the insurance certificate is required 10 days prior to the date of the event.
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Gila County Board of Supervisors. The event contact will be notified via phone, cell phone, or e-mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. The event application may be downloaded from the internet (www.gilacountyaz.gov) and/or completed on line, and e-mailed to lrodriguez@gilacountyaz.gov or mail original to:

    Linda Rodriguez, Administrative Manager
    1400 E. Ash Street, Globe, AZ 85501
11. Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.
12. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
13. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
14. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Gila County Board of Supervisors.

I have read and understand this application:

Applicant Signature:	Jessica Cantrell	Date:	1-24-13

(Do not write below this line)

E.M./F.G. Checklist:							
Conflict with dates:		Rental Fees:		Security:		Insurance:	
		Approved:				Disapproved:	
Signature:						2-5-13	
					County Personnel Signature	Date	
Signature:							
					Chairman Gila County Board of Supervisors	Date	

Gila Monster Go-Kart Racing Schedule for 2013

Practice & Tech will look at Karts

11:00-3:00

- Sunday
  - April 7th

Sign in starts @ 12:00, pill draw is over @ 1:15

Races start @ 2:00

- Sunday
  - April 14th
  - April 21st

Sign in starts @ 5:00, pill draw is over @ 6:15

Races start @ 7:00

- Friday
  - May 3rd
  - May 17th
  - May 31st
  - June 14th
  - June 28th
  - July 12th
  - July 26th
  - August 9th
  - August 23rd
  - September - TBA
- September 20th
- September 21st (Saturday)

Sign in starts @ 12:00, pill draw is over @ 1:15

Races start @ 2:00

September fair weekend is our final race of the season

*ALL RUNNING RULES FOR 2013 ARE SUBJECT TO CHANGE BY OFFICIALS VOTE IF NEEDED TO KEEP PERFORMANCE EQUAL AND DRIVERS SAFE.

Gila Monster Go-Karts

P.O. Box 1974

Claypool A.Z.85532

To whom it may concern,

The Gila Monster Go-Kart Association is requesting the fee to be waived for the use of the Go-Kart track for our 2013 season. Thank you for all our previous years. We are looking forward to having another great season.

Any questions please contact

Secretary

Jessica Courtney

Jessica Courtney

(928)812-2348

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2013

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepherd Insurance, LLC.
111 Congressional Boulevard
Suite 100
Carmel IN 46032

CONTACT NAME: Ryan Collins
PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444
E-MAIL ADDRESS: rcollins@shepherdins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Chubb Custom Insurance Company	
INSURER B: Federal Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AKRA, Inc.; AKTPA, Inc.
11715 Fox Road
Suite 400-191
Indianapolis IN 46236

COVERAGES CERTIFICATE NUMBER: CL12123119115 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			7996-0336	1/1/2013	1/1/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			7996-0337	1/1/2013	1/1/2014	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Participant Accident Coverage			9907-1178	1/1/2013	1/1/2014		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Class 1 - $15,000 AD&D limit: $25,000 Excess Medical
Class 2 - $5,000 AD&D limit: $10,000 Excess Medical

TAG Racing, Gila County Fairgrounds adn Gila County are listed as additional insured.

CERTIFICATE HOLDER

Gila County Fairgrounds Go Kart Track
Gila County Monster Go Karts
Gila County
900 E Fairgrounds Rd.
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

Becky Hiner/DTURNE Becky Hiner

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ARF-1701 **3- M**

Regular BOS Meeting

Meeting Date: 03/19/2013

Reporting Period: Recorder's Office Monthly Report for January 2013

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton, Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for January 2013

Suggested Motion

Acknowledgment of the January 2013 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's January 2013 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF JANUARY 2013

I, Sadie Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
105190 FEB 12 ω

DATE 2-12-13

CONTRACT #

GRANT #

DEPOSIT TO FUND General fund FUND # 1005/105

REMITTING AGENCY Recorder (120)

BILLING PERIOD January 1 thru January 31, 2013

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005-120-3400-99		Recorder's fee	12877	38
7145-120-3400-99		Recorder's Storage	4380	00
7147-120-3400-99		Computer Services	610	00
			$17,867	38

Preparer Signature: Lori Beymer Title Sr. Recorder Clerk

Approved Signature: Sadie G. Comaz Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	17867.38
Total	17867.38

TREASURER By [illegible] Date 2-13-13

Bank Deposit Summary, From 1/1/13 12:00 AM To 1/31/13 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Jan 2, 2013 4:55:55 PM	2788	B	Globe	$68.00
Jan 3, 2013 4:53:31 PM	2789	B	Globe	$151.00
Jan 3, 2013 4:54:47 PM	2790	B	01/03/13 Payson	$44.00
Jan 4, 2013 4:59:00 PM	2791	B	Globe	$258.00
Jan 4, 2013 4:59:41 PM	2792	B	1/04/13 payson	$35.00
Jan 7, 2013 4:53:45 PM	2793	B	Globe	$563.00
Jan 7, 2013 4:58:40 PM	2794	B	01/07/13 Payson	$50.00
Jan 8, 2013 4:53:22 PM	2795	B	Globe	$384.00
Jan 8, 2013 4:55:21 PM	2796	B	01/08/13 Payson	$47.00
Jan 9, 2013 4:55:45 PM	2797	B	Globe	$162.00
Jan 9, 2013 4:57:38 PM	2798	B	01/09/13 pAYSON	$90.00
Jan 10, 2013 4:53:44 PM	2799	B	Globe	$207.00
Jan 10, 2013 4:57:35 PM	2800	B	01/10/13 pAYSON	$8.00
Jan 11, 2013 11:56:51 AM	2803	B	Globe	$268.00
Jan 11, 2013 4:52:47 PM	2801	B	payson01/11/2013	$15.00
Jan 14, 2013 8:28:27 AM	2805	B	Globe	$369.00
Jan 14, 2013 5:01:28 PM	2804	B	01/14/13 Payson	$0.00
Jan 15, 2013 4:53:59 PM	2806	B	Globe	$125.00
Jan 15, 2013 4:57:35 PM	2807	B	01/15/13 Payson	$89.50
Jan 16, 2013 4:56:07 PM	2808	B	Globe	$205.00
Jan 16, 2013 4:59:17 PM	2809	B	01/16/13 Payson	$58.00
Jan 17, 2013 4:57:35 PM	2810	B	Globe	$416.00
Jan 17, 2013 4:58:04 PM	2811	B	01/17/13 Payson	$68.00
Jan 18, 2013 2:00:24 PM	2814	B	Globe	$300.00
Jan 18, 2013 4:56:35 PM	2813	B	01/18/13 Payson	$36.00
Jan 22, 2013 4:54:58 PM	2815	B	Globe	$365.00
Jan 22, 2013 4:59:10 PM	2816	B	01/22/13 Payson	$47.00
Jan 23, 2013 4:50:57 PM	2817	B	01/23/13 payson	$72.00
Jan 23, 2013 4:54:35 PM	2818	B	Globe	$86.00
Jan 24, 2013 4:51:15 PM	2819	B	01/24/2013 payson	$66.00
Jan 24, 2013 4:54:17 PM	2820	B	Globe	$7,159.00
Jan 25, 2013 4:54:35 PM	2821	B	01/25/2013 payson	$39.00
Jan 25, 2013 4:57:04 PM	2822	B	Globe	$301.00
Jan 28, 2013 4:56:24 PM	2823	B	Globe	$326.00
Jan 28, 2013 4:59:07 PM	2824	B	01/28/13 Payson	$116.00
Jan 29, 2013 4:52:46 PM	2825	B	Globe	$95.00
Jan 29, 2013 5:00:04 PM	2826	B	01/29/13 Payson	$60.00
Jan 30, 2013 4:55:21 PM	2827	B	Globe	$299.00
Jan 30, 2013 4:55:35 PM	2828	B	01/30/2013 payson	$49.00
Jan 31, 2013 8:00:35 AM	2830	B	Globe	$65.00
Jan 31, 2013 4:57:23 PM	2829	B	01/31/2013 payson	$81.00
			Total $13,242.50	

MONTHLY ACTIVITY REPORT - January 2013

	PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
1/2/13	68.00	164.00	84.00	0.00	0.00	315.00	180.00	248.00
1/3/13	195.00	383.00	176.00	0.00	0.00	180.00	364.00	559.00
1/4/13	293.00	524.00	244.00	0.00	0.00	285.00	475.00	768.00
1/7/13	613.00	717.00	324.00	0.00	0.00	199.00	428.00	1041.00
1/8/13	431.00	491.00	316.00	0.00	0.00	253.00	376.00	807.00
1/9/13	252.00	447.00	208.00	0.00	0.00	263.00	403.00	655.00
1/10/13	215.00	274.00	144.00	0.00	0.00	340.00	203.00	418.00
1/11/13	283.00	338.00	120.00	0.00	0.00	123.00	175.00	458.00
1/14/13	369.00	572.00	240.00	0.00	0.00	0.00	443.00	812.00
1/15/13	214.50	527.50	224.00	0.00	0.00	347.00	537.00	751.50
1/16/13	263.00	307.00	148.00	0.00	0.00	151.00	192.00	455.00
1/17/13	484.00	458.00	184.00	0.00	0.00	334.00	358.00	642.00
1/18/13	336.00	771.00	252.00	0.00	0.00	130.00	687.00	1023.00
1/22/13	412.00	635.00	268.00	0.00	0.00	487.00	491.00	903.00
1/23/13	158.00	360.00	176.00	0.00	0.00	223.00	378.00	536.00
1/24/13	7225.00	550.00	232.00	0.00	0.00	7286.00	557.00	782.00
1/25/13	340.00	651.00	264.00	0.00	0.00	343.00	575.00	915.00
1/28/13	442.00	537.00	220.00	0.00	0.00	137.00	315.00	757.00
1/29/13	155.00	427.20	152.00	0.00	610.00	89.00	1034.20	1189.20
1/30/13	348.00	514.00	244.00	0.00	0.00	160.00	410.00	758.00
1/31/13	146.00	443.00	160.00	0.00	0.00	0.00	457.00	603.00
TOTAL	13242.50	10090.70	4380.00	0.00	610.00	11645.00	9038.20	15080.70

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$4,58(.20	($7,200.00)	($2,619.80)
Cash	Cash/Check	$13,24: .50	$0.00	$13,242.50
D-1005-120-01-4612-003	Postage(deferred)	$(.00	($8.00)	($2.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$1(.00	($24.00)	($6.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$2(.00	($32.00)	($8.00)
ETransfer	Electronic Transfers	$4,44!.00	$0.00	$4,445.00
	Total	**$22,31!.70**	**($7,264.00)**	**$15,051.70**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$6(.00	($48.00)	$16.00
	Total	**$6(.00**	**($48.00)**	**$16.00**
Expense				
	Total	**$(.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$(.00	($436.50)	($436.50)
1005-120-01-4612-002	Certified Seal	$(.00	($72.00)	($72.00)
1005-120-01-4612-003	Postage	$(.00	($751.20)	($751.20)
1005-120-01-4612-005	Affidavit of Property Value	$(.00	($194.00)	($194.00)
1005-120-01-4612-008	Additional Transaction Fee	$(.00	($105.00)	($105.00)
1005-120-01-4612-012	Overpayment	$(.00	($88.00)	($88.00)
1005-120-01-4612-018	Misc Fees (Notification)	$(.00	($77.00)	($77.00)
1005-120-01-4612-023	Recording Fee	$(.00	($8,213.00)	($8,213.00)
1005-120-01-4612-026	Refunds	$(.00	($36.00)	($36.00)
1005-120-01-4612-027	Fax	$(.00	($95.00)	($95.00)
1005-120-01-4612-029	Search	$(.00	($15.00)	($15.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$(.00	($4,372.00)	($4,372.00)
7147-120-01-4774-031	Miscellaneous	$(.00	($610.00)	($610.00)
eRecording	eRecording	$4,39(.00	($4,397.00)	($3.00)
	Total	**$4,39(.00**	**($19,461.70)**	**($15,067.70)**
	Total	**$26,77!.70**	**($26,773.70)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$13,242.50	$0.00	$13,242.50
	Range Total	**$13,242.50**	**$0.00**	**$13,242.50**

Sadie Tomerlin
Gila County Recorder

New Fiscal Year Form

FY **2012-2013**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Aug	1,521	5,724	21,082.47	920.32	28.00	27,754.79
Sept	1,346	5,180	10,507.62	952.20	11.00	16,650.82
Oct	1,378	5,140	16,655.49	1,286.00	2.00	23,083.49
Nov	1,177	4,432	5,751.16	775.30	2.00	10,960.46
Dec	1,342	5,032	12,091.33	1,222.00	11.00	18,356.33
Jan	1,177	4,380	12,877.38	610.00	0.00	17,867.38
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**9,110**	**34,420**	**93,514.21**	**6,714.75**	**60.00**	**134,708.96**

Fiscal Year All Monies **134,708.96**

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR	January 2013			
4						
5	**SECTION I**		**CREDIT**	**DEBIT**	**TOTAL**	EXPLANATION
6	1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$11,645.00		$0.00	
7		**PAID OUT OF SUSPENSE ACCT**		$9,038.20	$2,606.80	
8		**RECORDING FEES**	$10,090.70	$0.00	$0.00	
9		**REFUNDS-EXCESS FEES**	$0.00	$36.00		
10		**INTEREST PD TO ACCT**	$0.88	$0.00		
11		**E-Recodings not entered until 2/1/13**	$223.00			
12		**stale check cashed**	$0.00	$8.00		
13	**TOTAL 1005 FUNDS**		$21,959.58	$9,082.20	$12,877.38	
14						
15	**SECTION II**					
16		**7145 FUND (RECORDER)**	$4,380.00	$0.00	$4,380.00	
17		**7146 FUND (MINING - 80% STATE TREAS)**	$0.00	$0.00	$0.00	
18		**7146 FUND (MINING - 20% RECORDER)**	$0.00	$0.00	$0.00	
19		**7147 FUND (COMPUTER SVCS)**	$610.00	$0.00	$610.00	
20	TOTAL SEC II FUNDS		$4,990.00	$0.00	$4,990.00	
21						
22	**COMBINED TOTALS - TOTAL FEES COLLECTED**		$26,949.58	$9,082.20	$17,867.38	
23						
24						

House Account Summary

Gila County AZ Recorder

For the Period of 01/01/2013 - 01/31/2013

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($154.00)	$0.00	$0.00	($154.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($409.77)	$46.80	$0.00	($362.97)
ADOT	AZ DEPT OF TRANS	($295.50)	$6.00	$0.00	($289.50)
APS	APS/COPIES	($185.00)	$0.00	$0.00	($185.00)
APSR	APS/RECORDINGS	($99.00)	$0.00	$0.00	($99.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($181.00)	$71.00	$0.00	($110.00)
AWC	ARIZONA WATER COMPANY	($242.00)	$0.00	$0.00	($242.00)
AZDOR	ADOR ACCOUNTS PAYABLE	($2,070.00)	$24.00	$0.00	($2,046.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,050.00)	$0.00	$0.00	($2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
EQUIT	EQUITY SERVICES	($80.00)	$14.00	$0.00	($66.00)
ERAY	ERA YOUNG REALTY	($150.60)	$46.80	$0.00	($103.80)
EXCEL	EXCEL DOCUMENT SERVICES	($49.00)	$0.00	$0.00	($49.00)
FARES	First American Corelogic Inc.	($151.40)	$95.00	$0.00	($56.40)
FATM	FIRST AMERICAN MICROFICHE	($1,934.20)	$258.60	$0.00	($1,675.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	($584.00)	$0.00	$0.00	($584.00)
FCS,INC	Pacific Corportate & Title Service	($51.00)	$0.00	$0.00	($51.00)
FNDS	LPS APPLIED ANALYTICS	($588.20)	$190.00	$0.00	($398.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$102.50	$0.00	$0.00	$102.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($43.00)	$0.00	$0.00	($43.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDEPTH	INDEPTH SOLUTIONS INC	($100.00)	$8.00	$0.00	($92.00)
Ingeo	Ingeo - eRecording	($525.00)	$889.00	($833.00)	($469.00)
IRS	INTERNAL REVENUE SERVICE	($74.00)	$40.00	($48.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($886.00)	$9.00	$0.00	($877.00)
NewAcct1	Applied Technology Resources Inc	($100.00)	$0.00	$0.00	($100.00)
PIONE	PIONEER TITLE AGENCY FICHE	($213.00)	$0.00	$0.00	($213.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($3,164.00)	$3,797.00	($7,000.00)	($6,367.00)
RSSI	RECORD SEARCHING SERVICES INC	($69.00)	$38.00	($200.00)	($231.00)
simplifile	Simplifile - eRecording	($768.00)	$3,505.00	($3,564.00)	($827.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,159.20)	$0.00	$0.00	($1,159.20)
Totals		**($17,126.27)**	**$9,038.20**	**($11,645.00)**	**($19,733.07)**

ARF-1737 **Consent Agenda Item 3- N**

Regular BOS Meeting

Meeting Date: 03/19/2013

Reporting Period: February and March 2013

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

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Information

Subject

02-26-13 and 03-05-13 BOS Meeting Minutes

Suggested Motion

Approval of the February 26, 2013, and the March 5, 2013, BOS meeting minutes.

Attachments

02-26-13 BOS Meeting Minutes

03-05-13 BOS Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: February 26, 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

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. John Nelson led the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

2A. Information/Discussion regarding planned implementation of phase III security measures at the Globe Courthouse and the Payson Court Office Building.

County Manager Don McDaniel stated that Berthan DeNero, Human Resources Department Director, was not present at today's meeting as she is serving jury duty. He advised that the Courthouse Security Project commenced in March 2011, and at that time the Courthouse Security Committee was formed to evaluate security needs of the Globe Courthouse and Payson Court Office Building. There are 3 phases to this project and phase II has just been completed. Phase 3 of this project will be to purchase equipment such as x-ray machines, wands and magnetometers, and it also includes the cost to hire security officers for the Courthouse building. Steve Stratton, Public Works Division Director, reviewed some drawings on the Smart Board and illustrated the proposed security measures at the Globe Courthouse, as follows: First Floor/Lower Level - 1) A metal building would be constructed outside of the

Justice of the Peace (J.P.) Office, which would be used as a waiting area for those people awaiting a court hearing. 2) On the first floor of the Courthouse, certain outside doors would be programmed for entrance/exit with an electronic key card. The key cards could be programmed for each employee that has been issued a key card to vary their access to the Courthouse building during certain hours and days of the week. 3) During emergencies these doors could programmed to automatically lock. 4) The south elevator would only be used for prisoner transport and use by employees of the County Attorney's Office, Clerk of the Court's Office and judges. 5) The elevators can also be programmed to stop at certain floors. Second Floor/Courthouse Main Entrance – 1) There are 2 main doors that enter the second floor. The door closest to the Recorder's Office would be used as a public entrance. That door would have 2 security officers and a magnetometer and x-ray machines would be used to scan purses, brief cases, etc. 2) The other main door that is closest to the entrance of the Board of Supervisors' hearing room would be used strictly as an employee entrance of which it would be programmed for use with a key card. 3) The bathrooms that are located next to the previous location of the Human Resources Department would be moved to the front hallway in order to accommodate those people that use the Board hearing room outside of the normal Courthouse business hours.

At this time Mr. Stratton addressed questions and concerns of the Board. Mr. Stratton added that there will be 4 storage lockers in each building and a policy will be presented to the Board for adoption on their intended uses. The lockers would be used to temporarily store guns, knives, etc. in order to allow a person to enter the building. The proposed policy would also require that a picture I.D. be collected when a key is issued for a storage locker to ensure that the key is returned.

A recent security measure was added for the County's telephone emergency broadcast system so that any emergency broadcasts will simultaneously go to all telephones at the various County facilities within the Globe area. For dead areas, speakers are being proposed to be installed. The Committee is looking at placing cameras at certain locations of the County facilities and the video would be streamed to the Sheriff's Office (S.O.) dispatch station. Another option being considered is to install 6-button phones placed in 18 areas of County facilities. If there was a problem, an employee could push a button which would allow the S.O. dispatchers to listen to the conversation, but not be heard on their end.

Mr. Stratton reviewed the costs for the proposed equipment. The estimated cost of the phones, monitors, speakers and cabling is $12K-$14K. The x-ray machines cost approximately $33K-$34K each, and the magnetometers cost approximately $5K each.

Mr. Stratton reviewed proposed security measures for the County offices in Payson. The administration building would have storage lockers and Vice-Chairman Martin also suggested that the Community Development Department also have one or more as they receive more customer traffic. Mr. Stratton advised that some lockers were purchased a couple of years ago with the help of the Sheriff. Mr. Stratton advised that the Committee encountered some problems with building codes when reviewing security measures for the Payson County facilities. It was discovered that some proposed security measures are cost prohibitive, so the Committee is looking at other options. Vice-Chairman Martin also suggested that the presence of a security officer is needed at the Payson Court Office Building. Supervisor Marcanti commented that the Payson Court Office Building is very small and it does not feel secure. He would like to be apprised of any future discussions to relocate the Payson Court Office staff and other departments at the Payson Court Office Building to a different location. Mr. Stratton advised that in the current CIP (Capital Improvement Projects) fiscal year budget, $64K currently remains in the security line item. Mr. Stratton stated that in discussing the budget with Bob Hickman, Facilities Manager, they believe that some scheduled projects could be deferred to the next budget year in order to implement some of the security measures discussed at today's meeting.

2B. Information/Discussion on the 2013-2014 County Budget assumptions.

Mr. McDaniel stated, "We'd like to bring to the Board those things that are considered variables that we are trying to deal with regard to the new budget year; talk a little bit about some of the assumptions that we're going to make with regard to those variables; and then try to talk about the policies that we see that we will take." He advised that the next step in the process is the budget kickoff meeting in March with all of the department heads and the elected officials.

A summary of Mr. McDaniel's presentation on the variables, assumptions, and policies is as follows:

Variables - For the 3rd or 4th year in a row, there has been a decrease in assessed property valuations within Gila County due to the decline in the real estate market. For this year it is projected that property values will go down 10.5%. The primary tax rate will remain the same at $4.19. There are 2 new items: 1) Medical insurance costs have remained the same for the past couple of years and it could have increased as much as 7%-8% this year; however, in working with the County's health insurance carrier, the increase is expected to be 3%-4%; and, 2) the projected 3.6% to 26.8% increase in employer retirement

payments. An RFP (Request for Proposals) was issued to conduct a Classification and Compensation Study. The cost to conduct the study was included in the current fiscal year budget; however, there may be the cost of implementing any findings of the study in the 2013-2014 budget providing there are findings in the study which indicate that pay raises are necessary. Another issue to be taken into consideration is the County's half-cent transportation excise tax, which will expire in December 2014. The issue of PILT (Payment in Lieu of Taxes) is yet another consideration for this year's budget because even though it is still in effect, it may be discontinued at a future date. Mr. McDaniel cautioned that there are other issues of concern to the County, especially when the State Legislature is in session.

Assumptions - 1) The County is required by law to have a balanced budget each year; 2) The Board will want to maintain its current level of services, in particular is law enforcement, but also maintenance of roads and highways; 3) There will be no increase in the primary property tax rate of $4.19; 4) The property tax levy will decrease by approximately $2.2M; and, 5) The Classification and Compensation Study will be fully implemented

Policies – Policies would be developed and adopted to require that department heads and elected officials adjust their budgets to absorb the decrease in the property tax levy, which is expected to be about $2.2M; the 3%-4% increase in medical insurance costs; and the increase in retirement plan payments, which is expected to be about $300K.

Mr. McDaniel feels confident that the County can achieve a balanced budget by requesting that department heads and elected officials align their budgets with the County's budget. If the department heads and elected officials would align their budgets, it is anticipated there wouldn't be any countywide budget or employee reductions. Chairman Pastor commented that the Board made this same request to department heads and elected officials during last year's budget process, which resulted in a 5% reduction in the County's overall budget. Mr. McDaniel emphasized that if any department or elected office chooses to develop any new programs, it would be difficult to accomplish without that department/office bringing along the extra dollars. He added that if the findings of the Classification and Compensation Study indicate an increase in salaries, it is believed there is sufficient carryover or reserves available to be used during the first six months after the results of the study have been received.

Chairman Pastor stated that it takes a lot of teamwork to set the budget, but he feels it can be achieved if everyone works "hand in hand" as has been done over the past 2 years. He expressed some concern that consultants have not yet responded to the RFP. Vice-Chairman Martin feels that the right approach

is being taken by first asking the department heads and elected officials "to at least share this burden in a way that was not done in the past." Supervisor Marcanti agreed that the budget concerns have all been addressed and he complimented the efforts made by staff.

Chairman Pastor opened the meeting for public comment; no comments were offered.

2C. Information/Discussion regarding: 1) Call to the Public Policy, 2) Grants Management Policy and 3) Computing & Communication Technology Use and Ethics Policy, for inclusion in the Countywide Policy Manual.

Mr. McDaniel advised that the presentation of these policies is a continuation of the development of the Countywide Policy Manual. The Countywide Policy Committee has reviewed these policies, which are being presented for the Board's review. He called on Marian Sheppard, Chief Deputy Clerk, to present information on the Call to the Public Policy. Ms. Sheppard advised that the Board adopted this policy in 2009, and the changes that were recently made to this policy are more administrative in nature. The policy and procedures were previously in one document and they are now separated into a policy page followed by the procedures and a Call to the Public-Speaker Card form. Ms. Sheppard also advised that A.R.S. § 38-431.01(G) has now changed to A.R.S. § 38-431.01(H) and some of the language in that statute also changed, so that information was also updated.

Joe Heatherly, Finance Division Director, presented the Grants Management Policy and he advised that it replaces an earlier Board adopted policy called Accepting and Administering Grants (Policy No. BOS-3-2005.) He stated that over the past few years he has reviewed the policy with the County Manager, Chief Deputy Clerk, and certain department heads. In addition, he has talked with other Arizona counties regarding the content that is needed for a comprehensive grants management policy. This proposed policy will add a more consistent means for the evaluation, preparation, application, administration, reimbursement, and closure of all grants and special programs. Mr. Heatherly reviewed some of the topics that have been addressed in this policy. Chairman Pastor commented that in his review of the proposed policy, it requires more accountability for the department head or elected official who manages the grant program. He pointed out a statement within the policy which addresses employees hired for a position that is grant funded and he was pleased that the policy clearly states that whenever a grant is funding a position, the position may be eliminated at the end of the grant program. It further states that the Board may continue funding the program. Vice-

Chairman Martin was pleased that the language stated "may" continue funding the program.

Jacque Griffin, Assistant County Manager/Librarian, addressed the final proposed policy, which is a new policy entitled Computing & Communication Technology Use and Ethics. She stated that at one point in time, there were 4 different policies that addressed these topics. Those existing policies were reviewed and there was also an extensive review of the content of other counties' policies. Much of the information from the 4 policies has been condensed and some areas of these topics that were addressed in the Gila County Merit System Rules and Procedures were removed and placed in this new proposed policy. Ms. Griffin stated that most of the information contained in the newly proposed policy was outlined in the Merit System Rules and Procedures except the use of electronic equipment has been added. Ms. Griffin advised that the section of the policy which addresses social media/social networking may grow and become a stand-alone policy in the future.

A brief discussion ensued between the Board members, County Manager and staff regarding this proposed policy.

2D. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors regarding the proposed action for Environmental Impact Statement for Motorized Travel Management on the Tonto National Forest.

Ms. Griffin advised that on January 24, 2012, the Board issued official comments to the Tonto National Forest (TNF) regarding a proposed motorized travel management plan which would affect the areas of the TNF, and includes the Cave Creek, Globe, Mesa, Pleasant Valley and Tonto Basin ranger districts. Ms. Griffin advised that this process was initiated in 2007, and she explained that the initial process was for the TNF to obtain comments on the Environmental Assessment (EA) related to the motorized travel management plan. She further advised that if a lot of comments are submitted to the TNF on the EA, then the process escalates to the point that the TNF will now prepare an Environmental Impact Statement (EIS) to disclose the effects of designating a system of roads, trails, and areas for motorized vehicle use, in order to develop a motorized travel management plan. Ms. Griffin advised that the TNF didn't issue any further public comment on this issue until recently. On January 31, 2013, the TNF issued a Travel Management Scoping Letter including Proposed Action for EIS. Ms. Griffin stated that the purpose of presenting this information to the Board is for the Board to decide if it chooses to issue official comments in response to the TNF's January 31st letter by no later than Monday, March 4, 2013, which is the deadline for submitting

comments. Attached to this agenda item is a draft letter that Ms. Griffin prepared for the Board's consideration.

Vice-Chairman Martin stated that she wasn't aware that the deadline to submit a letter to the TNF was March 4th. She then provided the Board members and staff a copy of an email sent to her from Pascal Berlioux, Executive Director of Eastern Arizona Counties Organization, outlining significant points he made with regard to this issue. He strongly recommends that the Board issue a letter to the TNF in response to the TNF's Scoping Letter.

Vice-Chairman Martin provided some additional information and added that Mr. Pascal has offered to assist Ms. Griffin and her in drafting a concise letter for the Board's review. Ms. Griffin also briefly talked about the letter issued to the TNF by the Board of Supervisors last year which requested that Gila County be designated both a Coordinating Agency and a Cooperating Agency on this issue and all future TNF projects and plans, and the importance of continuing to pursue that designation.

Chairman Pastor commented that he attends community meetings of the citizens of the Roosevelt Lake area and he stated that they have been active in commenting on the motorized travel management plan. He agreed that the Board needs to use the services provided by Mr. Pascal to help write the Board's comment letter.

At this time the Board and Ms. Griffin discussed the proposed motion to be made by the Board of Supervisors. Ms. Griffin suggested having the Board consider issuing official comments, including the comments provided by Mr. Pascal as discussed today, and for those comments to be reviewed and approved by all Board members prior to the issuance of the letter on Monday, March 4, 2013. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously agreed to issue official comments to the EIS Scoping Letter for the Tonto National Forest's Motorized Travel Management Plan on Monday, March 4, 2013, providing that all Board members review and approve of the comments prior to the letter being mailed on March 4, 2013.

Item 3 - 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.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:52 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: March 5, 2013

MICHAEL A. PASTOR Chairman	**JOHN F. NELSON** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Deputy Attorney Principal

ABSENT: Tommie C. Martin, Vice-Chairman; and John F. Nelson, Deputy County Manager/Clerk

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. Joe Heatherly led the Pledge of Allegiance and Linda Eastlick delivered the invocation.

Item 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.

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors. Jacque Griffin, Assistant County Manager/Librarian, explained the reason the contracts are listed separately. If one contract gets denied, it doesn't affect the other contracts. The agreements being presented provide connectivity for public access and library access to the Internet, and it expands public access. She stated, "We would ask that you approve the motion as read as this sets the stage for next year's connectivity and E-Rate." Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved agenda item 2A as stated on the agenda. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board adjourned as the Gila County Library District Board of Directors and reconvened 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.

Lieutenant Mike Johnson advised that, at the request of Sheriff Adam Shepherd, on January 29, 2013, he met with Alberto Gutier, Director of the Governor's Office of Highway Safety (GOHS) and some other GOHS staff regarding reporting Sheriff's Office statistics to the GOHS. In that meeting the Director brought up the point that he had additional funding through this alternative funding source – 164, and all that's required is a simple letter to the Director of the Governor's Office requesting these funds. Lieutenant Johnson advised that due to time constraints, the letter had to be submitted by no later than February 15, 2013. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board ratified its approval for the Sheriff's Office submission of the letter dated February 6, 2013, to Alberto Gutier, Director of the Governor's Office of Highway Safety.

Item 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.

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

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

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

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

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

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.

February 26, 2013

$659,617.89 was disbursed for County expenses by check numbers 252403 through 252547.

March 5, 2013

$1,696,576.22 was disbursed for County expenses by check numbers 252548 through 252699. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board approved Consent Agenda action items 3A through 3I as presented.

Item 4 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(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 10:20 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-1716 **3- O**

Regular BOS Meeting

Meeting Date: 03/19/2013

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 02-15-13 and 02-22-13

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 02-15-13 and 02-22-13

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of February 11, 2013, to February 15, 2013; and February 18, 2013, to February 22, 2013.

Attachments

County Manager Approved Contracts Under $50,000 for Weeks Ending 02-15-13 and 02-22-13

Service Agreement No. 012813 with Kino Floors

Amendment No. 3 to Contract No. 012412 with Earthquest Plumbing

Service Agreement No. 011513 with TNFX

Service Agreement No. 011513-1 with TNFX

Service Agreement No 021213 with Phoenix Fence Company

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

February 11, 2013, to February 15, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Service Agreement No. 012813 with Kino Floors	Service Agreement No. 012813 Window Blinds Project	$3,539.65	02-14-13 to 04-13-14	02-14-13	Expires	Provide and install window blinds for the Gila County Shop Office and the County Attorney's Office.
Amendment No. 3 to Contract No. 012412 with Earthquest Plumbing	Addendum No. 3 to Service Contract No. 012412 Southern Gila County Backflow Testing and Repairs	Not to exceed $2,000.00	02-01-13 to 01-31-14	02-14-13	Option to renew for one (1) more additional year	Amendment No. 3 extended the term of the contract for one additional year and also changed the name of the contract from "Professional Services Contract No. 012412" to Service Contract No. 012412.
Service Agreement No. 011513 with TNFX	Service Agreement No. 011513 Electronic Medical Records and Charting Software Hosting Agreement Gila County Sheriff's Medical Department with TNFX	$2,700.00	02-01-13 to 01-31-14	02-14-13	Option to renew for two (2) one (1) year periods	Software Hosting Agreement with TNFX for electronic medical records and charting for the Gila County Juvenile Detention Center. The cost is $75.00 per workstation for three workstations for a total of $225.00/month.
Service Agreement No. 011513-1 with TNFX	Service Agreement No. 011513-1 Electronic Medical Records and Charting Software Hosting Agreement Gila County Juvenile Detention with TNFX	$3,096.00	02-01-13 to 01-31-14	02-14-13	Option to renew for two (2) one (1) year periods	Software Hosting Agreement with TNFX for electronic medical records and charting for the Gila County Juvenile Detention Center. The cost is $129.00 per workstation for two workstations for a total of $258.00/month.

February 18, 2013, to February 22, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Service Agreement No. 021213 with Phoenix Fence Company	Service Agreement No. 021213 Sheriff's Office Electronic Gate Installation	Not to exceed $22,792.00	02-20-13 to 04-19-13	02-20-13	Expires	Replace 2 gate operators on Sliding gates at Gila County Jail in Globe, AZ.

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 D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 012813

WINDOW BLINDS PROJECT

THIS AGREEMENT, made and entered into this 14TH day of FEBRUARY, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Kino Floors & Interiors**, of the City of GLOBE, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Window Blinds Project, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Management or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. 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 "Indemnitee")

from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid **$3,539.65** or a "not to exceed" amount for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 012813 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: 2/14/13

KINO FLOORS & INTERIORS, LLC

Signature

DALE FLETCHER

Print Name

ATTACHMENT "A"

REQUEST FOR QUOTE
GILA COUNTY

JOB/PROJECT DESCRIPTION

Project consists of materials, measurements and installation of window coverings for Gila County.

Location: Auto Maintenance/Road Shop Office
1001 W. Besich Blvd.
Globe, AZ 85501

Gila County Courthouse
County Attorney's Office
1400 E. Ash Street
Globe, AZ 85501

Window Blinds Specification:

- Shop Office – Store front glass, all sizes approximate to the attached sketching. Preferably, Applause Easyrise E6 – Legends ¾ Semi-Opaque 433 – Chestnut.
- County Attorney's Office – Store front glass, all measurements approximate to the attached sketching. Preferably, Décor 1" Mini Décor 1" Solids 125 - Bright White.

Each contractor shall provide all labor and material to measure, order and install the blinds on the windows in the specified area of building. Each office and/or building may require different specifications.

For technical questions contact Robert Hickman, Facilities Manager at 928-200-1643.

QUOTE DUE DATE: Please email or fax quote by, Friday, February 8, 2012 to,
Cassandra Villegas, cvillegas@co.gila.az.us, fax 928-425-7056

Contractor Name: Kino Floors + Interiors, L.L.C.

Contractor Address: 401 N. Broad St. Globe AZ 85501

Contractor Phone #: 928-425-9443 Email Address: KinoFloors@qwestoffice.net

TOTAL COST FOR MATERIAL & INSTALLATION

AUTO MAINT/ROAD SHOP OFFICE $ 2731.43 (TAXES INCLUDED)

COUNTY ATTORNEY'S OFFICE $ 808.22 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THANK YOU

Client Proposal for Gila County Roads Office
This offer is valid through: 12/17/2012

Kino Floors & Insteriors
401 N. Broad Street
Globe, AZ 85501
Phone: (928) 425-9443 Fax: (928) 425-6249
Email: kinofloors@qwestoffice.net

Date	Number
11/02/2012	4692389
Salesperson	
KINO FLOORS-PD	

Sold To:
Gila County Roads Office
David Hom
, AA
C: (928) 701-2335
Sidemark: Roads Office, Gila County

Item	Room Location	Description	Qty	Each	Extended
1		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	263.76	263.76
2		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	236.04	236.04
3		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	263.76	263.76
4		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	236.04	236.04
5	Door	APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	225.96	225.96
6		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	263.76	263.76
7		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	236.04	236.04
8		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	263.76	263.76
9		APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	236.04	236.04
10	Door	APPLAUSE EASYRISE E6 - LEGENDS 3/4 SEMI-OPAQUE 433 - Chestnut	1	225.96	225.96

Product Total	Tax 9.6000%	Freight	Client Price
2,451.12	235.31	45.00	2,731.43

Accepted By: _____

Date: _____

Client Proposal
This offer is valid through: 03/09/2013

Kino Floors & Insteriors
401 N. Broad Street
Globe, AZ 85501
Phone: (928) 425-9443 Fax: (928) 425-6249
Email: kinofloors@qwestoffice.net

Date	Number
01/23/2013	4794247
Salesperson	
KINO FLOORS-PD	

Sold To:

Sidemark: Gila County Attorney

Item	Room Location	Description	Qty	Each	Extended
1		DECOR 1" MINI DECOR 1" SOLIDS 125 - Bright White	1	125.28	125.28
2		DECOR 1" MINI DECOR 1" SOLIDS 125 - Bright White	2	140.94	281.88
3		DECOR 1" MINI DECOR 1" SOLIDS 125 - Bright White	1	87.87	87.87
4		DECOR 1" MINI DECOR 1" SOLIDS 125 - Bright White	2	95.70	191.40

Product Total	Freight	SubTotal	Tax 9.6000%	Client Price
686.43	51.00	737.43	70.79	808.22

Accepted By:

Date: 1-31-13

AMENDMENT NO. 3

SERVICE CONTRACT NO. 012412
SOUTHERN GILA COUNTY
BACKFLOW TESTING AND REPAIRS

Effective March 07, 2012, Gila County and Earthquest Plumbing, Inc. entered into an agreement whereby Earthquest Plumbing Inc. would perform the annual backflow testing at multiple county facilities in Globe, Arizona and repair and/or replace material as needed per county approval.

Amendment No. 1 to contract 012412 will increase the amount of the contract by a total of $2,000.00. The additional funds are necessary due to the amount of backflows that need to be retested and have repairs performed.

Amendment No. 2 to contract 012412 will increase the amount of the contract by a total of $1,358.33 to repair and/or replace backflows that froze and broke, per attached Earthquest Plumbing, Inc. Estimate #199.

Amendment No. 3 the contract expires January 31, 2013. Per Article 14 – Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from February 01, 2013, to January 31, 2014.

Contractor will continue to bill for services pursuant to Exhibit "A" of the original contract, but in no event shall charges for the February 01, 2013 to January 31, 2014 extension exceed $2,000.00 without prior written agreement of the County.

Additionally, Amendment No. 3 will serve to remove the words "Gila County Professional" from the title of Service Contract No. 012412. The title of the contract will become "Service Contract No. 012412" upon execution of this Amendment No. 3.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11th day of Feb., 2013.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 2/14/13

EARTHQUEST PLUMBING

Signature

Timothy W. Haas

Print Name

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 011513

ELECTRONIC MEDICAL RECORDS AND CHARTING SOFTWARE HOSTING AGREEMENT
GILA COUNTY SHERIFF'S MEDICAL DEPARTMENT
with
TNFX

THIS AGREEMENT, made and entered into this 14TH day of FEBRUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and TNFX, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the 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 Sheriff's Office Director 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. 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that

even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the agreement shall commence on **the date contract is signed by the County Manager,** and continue in full force and effect for one calendar year from the date signed by County Manager, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$2,700.00** for completion of the service as described in Article 1 - Scope of Services.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 011513,** 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

2/4/13

Don E. McDaniel Jr., County Manager

TNFX

Signature

BARRY SCHOTTECK

Print Name

ATTACHMENT "A"

The Need For Xpeed (TNFX)
Software Hosting Agreement

THIS SERVICE AGREEMENT is entered into this __1st__ *day of* *February 2013* between The Need For Xpeed, INC. (hereafter referred to as "TNFX"), having its principal place of business at
__2344 E. Gelding, Phx, AZ .P. O. BOX 54578 Phoenix, AZ 85078-4578
and ___*Gila County Sheriff's Medical Department*_____ (hereafter referred to as the "Client") located at, ___1425 E. South Street, Globe, AZ 85501_____
WHEREAS TNFX and CLIENT entered into a month to month Software Hosting Agreement provided for Client to access Clients software known as Altapoint, a licensed, and approved software.(hereafter referred to as "software")

WHEREAS TNFX, and the parties hereby agree as follows:
1. The "Software" is to physically reside at the "Secure TNFX' Data Center". The CLIENT will receive a unique login/password for each seat(s)/workstation(s) for access to the Secure TNFX' Data Center. The CLIENT will have access to a secured and exclusive Data Base. The CLIENT can access their Data Base from any computer, or location with modem connection, utilizing their exclusive login/password provided by TNFX. This "Secured Facility" features; HIPAA Compliant Software, Data Backup and Storage, Data Disposal, Redundancy of Physical Environment, Disaster Recovery, Trained, Authorized and Knowledgeable Personnel.

2. Upkeep of all data pertinent to maintaining their business status for and on behalf of CLIENT is a TNFX responsibility and shall include maintenance and updating of clients software. The "CLIENT" will also have the responsibility of backing up their data and is ultimately responsible for the safe keeping in a HIPAA compliant manner of their Healthcare provider's data.

3. The CLIENT shall submit, via Credit Card on file, or Business Check, all fees due and payable monthly to TNFX, in order to maintain access to the Secure TNFX Data Center.

4. TNFX will provide at the Secure TNFX Data Center, data backups and all software updates. The updates will be performed at the Secure TNFX" Data Center at scheduled and designated times.

5. TNFX grants to CLIENT a non-exclusive agreement to access the "software". If CLIENT wishes to add additional seats/workstations with concurrent access to the software, CLIENT shall acquire additional "seats" from TNFX at the then applicable per seat price.

6. CLIENT will be required to pay seventy- five dollars and zero cents (75.00) per seat/workstation per month, payable to TNFX. The CLIENT may purchase additional seats/workstations for seventy-five dollars and zero cents ($75.00) per seat/workstation per month. This price will be held for one (1) year from the origination of this contract.

ATTACHMENT "A"

This will provide the Client the opportunity to be HIPAA compliant as to ANSI transmission format and Data Security. This monthly fee includes software updates, Data Center Support, as well as 24 hour access to the TNFX' Internet support site for updates, software tips and on-line newsletters. HIPAA is the acronym for "Health Insurance Portability and Accountability Act" of 1996. (Public law 104-191) HIPAA requires that virtually all-healthcare organizations adhere to new standards for security, privacy and health information management.

7. There are no other agreements, promises, representations or warranties of any kind that induced the parties into entering into this Agreement that are not contained in this Agreement. Any modifications to this Agreement must be in writing and signed by both parties or will not be recognized or legally binding. Any portions of the Software Hosting Agreement between the parties that are not expressly modified by this Agreement shall remain in full force and effect.

8. The software residing at the secure TNFX Data Center is the property of CLIENT. CLIENT reserves the right to at anytime transfer their data to their own secure site. In the event CLIENT desires to store data at CLIENTS own secure site CLIENT agrees to give TNFX a 30 day written notice.

IN WITNESS WHEREOF, the signatures below testify to parties agreement to the terms of this Software Hosting Agreement.

Signature_____(digital)_____
THE NEED FOR XPEED, INC.

Name___Barry Schofield

Signature

Name Don E. McDaniel, Jr., County Manager

1400 E. Ash Street
Street Address

Globe, Arizona 85501
City, State & Zip Code

2/14/13
Date

Please fax completed agreement back to 602-788-2622.

ATTACHMENT "A"

TNFX

P. O. BOX 54578
Phoenix, AZ 85078-4578

Estimate

Date	Estimate #
1/15/2013	118

Name / Address
Gila County Finance Department ATTN: Accounts Payalbe 1400 E. Ash Street Globe, AZ 85501

Project

Description	Qty	Cost	Total
Server Hosting- Medical - 12 month	12	225.00	2,700.00

Subtotal	$2,700.00
Sales Tax (9.3%)	$0.00
Total	$2,700.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 011513-1

ELECTRONIC MEDICAL RECORDS AND CHARTING SOFTWARE HOSTING AGREEMENT
GILA COUNTY JUVENILE DETENTION
with
TNFX

THIS AGREEMENT, made and entered into this 14TH day of FEBRUARY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and TNFX, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the 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 Sheriff's Office Director 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. 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

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E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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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.

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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.

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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.

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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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ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **$3,096.00** for completion of the service as described in Article 1 - Scope of Services.

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- 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. 011513-1,** each for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

3/14/13

Don E. McDaniel Jr., County Manager

TNFX

Signature

BARRY SCHOFIELD

Print Name

ATTACHMENT "A"

The Need For Xpeed (TNFX)
Software Hosting Agreement

THIS SERVICE AGREEMENT is entered into this __1st__ *day of* *February, 2013* between The Need For Xpeed, INC. (hereafter referred to as "TNFX"), having its principal place of business at
__2344 E. Gelding, Phx, AZ .P. O. BOX 54578 Phoenix, AZ 85078-4578
and ___*Gila County Medical, EMR for Juvenile Detention*_____ (hereafter referred to as the "Client") located at, ___1425 E. South Street, Globe, AZ 85501_____
WHEREAS TNFX and CLIENT entered into a month to month Software Hosting Agreement provided for Client to access Clients software known as Altapoint, a licensed, and approved software.(hereafter referred to as "software")

WHEREAS TNFX, and the parties hereby agree as follows:
1. The "Software" is to physically reside at the "Secure TNFX' Data Center". The CLIENT will receive a unique login/password for each seat(s)/workstation(s) for access to the Secure TNFX' Data Center. The CLIENT will have access to a secured and exclusive Data Base. The CLIENT can access their Data Base from any computer, or location with modem connection, utilizing their exclusive login/password provided by TNFX. This "Secured Facility" features; HIPAA Compliant Software, Data Backup and Storage, Data Disposal, Redundancy of Physical Environment, Disaster Recovery, Trained, Authorized and Knowledgeable Personnel.

2. Upkeep of all data pertinent to maintaining their business status for and on behalf of CLIENT is a TNFX responsibility and shall include maintenance and updating of clients software. The "CLIENT" will also have the responsibility of backing up their data and is ultimately responsible for the safe keeping in a HIPAA compliant manner of their Healthcare provider's data.

3. The CLIENT shall submit, via Credit Card on file, or Business Check, all fees due and payable monthly to TNFX, in order to maintain access to the Secure TNFX Data Center.

4. TNFX will provide at the Secure TNFX Data Center, data backups and all software updates. The updates will be performed at the Secure TNFX' Data Center at scheduled and designated times.

5. TNFX grants to CLIENT a non-exclusive agreement to access the "software". If CLIENT wishes to add additional seats/workstations with concurrent access to the software, CLIENT shall acquire additional "seats" from TNFX at the then applicable per seat price.

6. CLIENT will be required to pay One hundred twenty- nine ($129.00) per seat/workstation per month, payable to TNFX. The CLIENT may purchase additional seats/workstations for one hundred twenty - nine dollars and zero cents ($129.00) per seat/workstation per month. (This is AltaPoint current subscription rate) This price will be held for one (1) year from the origination of this contract.

ATTACHMENT "A"

This will provide the Client the opportunity to be HIPAA compliant as to ANSI transmission format and Data Security. This monthly fee includes software updates, Data Center Support, as well as 24 hour access to the TNFX' Internet support site for updates, software tips and on-line newsletters. HIPAA is the acronym for "Health Insurance Portability and Accountability Act" of 1996. (Public law 104-191) HIPAA requires that virtually all-healthcare organizations adhere to new standards for security, privacy and health information management.

7. There are no other agreements, promises, representations or warranties of any kind that induced the parties into entering into this Agreement that are not contained in this Agreement. Any modifications to this Agreement must be in writing and signed by both parties or will not be recognized or legally binding. Any portions of the Software Hosting Agreement between the parties that are not expressly modified by this Agreement shall remain in full force and effect.

8. The software residing at the secure TNFX Data Center is the property of CLIENT. CLIENT reserves the right to at anytime transfer their data to their own secure site. In the event CLIENT desires to store data at CLIENTS own secure site CLIENT agrees to give TNFX a 30 day written notice.

IN WITNESS WHEREOF, the signatures below testify to parties agreement to the terms of this Software Hosting Agreement.

Signature_____(digital)_____
THE NEED FOR XPEED, INC.

Name___Barry Schofield

Signature

Don E. McDaniel Jr.

Name Don E. McDaniel, Jr., County Manager

1400 E. Ash Street
Street Address

Globe, Arizona 85501
City, State & Zip Code

2/14/13
Date

Please fax completed agreement back to 602-788-2622.

ATTACHMENT "A"

TNFX

P. O. BOX 54578
Phoenix, AZ 85078-4578

Estimate

Date	Estimate #
1/15/2013	117

Name / Address
Gila County Finance Department ATTN: Accounts Payalbe 1400 E. Ash Street Globe, AZ 85501 EMR for Juvenile Detentio

Project

Description	Qty	Cost	Total
Server Hosting- EMR for Juvenile Detention - 12 month/ Feb. 2013 - Jan. 2014	12	258.00	3,096.00

Subtotal	$3,096.00
Sales Tax (9.3%)	$0.00
Total	$3,096.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 021213

SHERIFF'S OFFICE ELECTRONIC GATE INSTALLATION

THIS AGREEMENT, made and entered into this 20TH day of FEBRUARY, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **PHOENIX FENCE COMPANY**, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Window Blinds Project, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Management or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. 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 "Indemnitee")

from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

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

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us,. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire 60 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of **$22,792.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 021213 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: 2/20/13

PHOENIX FENCE COMPANY

Signature

DOUG MUSTIN

Print Name

ATTACHMENT "A"

FENCE CONSTRUCTION
GATE AUTOMATION
PARKING CONTROL
CONTR. LICENSE NUMBERS:
ROC073266 ROC087873
ROC202061 ROC087912

PHOENIX FENCE

PHOENIX FENCE COMPANY

P.O. BOX 21183
PHOENIX, ARIZONA
85036-1183
TEL: (602) 276-4283
TOLL FREE: (877) 884-1852
FAX: (602) 276-0638

To Gila County Attn: Mr. David Hom Date 2/11 20 13

Billing Address 1400 East Ash Street City Globe State AZ Zip 85501 Phone (928) 402-4355

Delivery Site or Job Site Address 1100 South Street Globe AZ 85501

This contract includes: Furnishing all Labor, Material and Equipment for the Installation of the following:

Access Control Replacement

2 E.A. - Hy-Security Model Slide Driver 40-CE-ST Slide Gate Operators
2 E.A. - Hy-Security Model-T Gate Operator Locksets
3 E.A. - Hy-Security Model ME-120 Miller Edge Sensing Edges
4 E.A. - Omron Photoelectric Sensors

Notes:
1.) Bid Includes Installation Of The Above Referenced Quantities Of Materials. Any Changes, Additions, Or Deletions Shall Be Made In Writing And Signed By Both The Customer And Phoenix Fence Company.

For the net sum of	$	21,453.31
Sales Tax	$	1,338.69
Building Permit	$	Excluded
Total	$	22,792.00

TERMS
- ☐ $_____ DOWN/BALANCE UPON RECEIPT OF INVOICE
- ☒ NET UPON RECEIPT OF INVOICE
- ☐ OTHER_____

ACCEPTANCE: This agreement when signed by the buyers and PHOENIX FENCE COMPANY, becomes a contract between the two parties. The buyers agree to furnish and be responsible for fence lines (location of fence) and grades. This contract does not include any grading, surveying, nor the removal of any fence or plants unless specified in writing above. Upon default in payment according to the terms and conditions stated above, entire balance to be immediately due and payable with interest at 1½% per month, 18% per annum, from date of default until paid. In the event it becomes necessary to employ an attorney or collection agency to collect this account, or any part thereof, it is agreed by and between the parties that the buyers shall be liable for an additional 33% above the contract price stated herein as and for attorney's fees or collection costs plus any court costs if incurred, but in no event less than fifty dollars. It is further agreed by and between the parties hereto that title to the property herein contracted for shall remain in PHOENIX FENCE COMPANY, the seller, until such time as this contract is fully performed and all amounts are paid. It is further agreed that PHOENIX FENCE COMPANY, shall have one hundred and eighty (180) days within which to perfect any materialmans liens which they may deem necessary in order to protect their interest herein and upon breach of this contract by the buyers, seller has the right to retake the property and enter buyers' premises in order to effectuate this right. Phoenix Fence Company is not responsible for any damage to underground sprinkler, pool or utility lines.

SELLER: PHOENIX FENCE COMPANY

Ind. Estimator
Title

SUBMITTED BY Jeff Thomas

JOB NO. _____ DATE _____ 20 ____

BUYERS _____

PER _____