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, OCTOBER 1, 2013 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PRESENTATIONS:**

   A. Presentation of Letters of Commendation by Gila County Sheriff J. Adam Shepherd to ten (10) Sheriff's Office employees as follows: Sue Henderson, Stephanie Marquez, Sgt. Virgil Dodd, Deputy Jay Valenzuela, Deputy Gabe Valenzuela, Deputy Chris McGroarty, Officer Melissa Ramos, Sgt. Erich Kenney, Lt. Christine Duarte, and Officer Johnnie Brake.

   B. Public recognition of four (4) employees for September's "Spotlight on Employees" Program, as follows: Debra Williams, Yvette Baxley, Thomas Homan and Celena Cates. **(Michael O'Driscoll)**

3. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to adopt Proclamation No. 2013-07 proclaiming October 2013 as "Domestic Violence Awareness Month" in Gila County. **(Carolyn Gillis)**

   B. **(Motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors.)** Information/Discussion/Action to approve Library Service Agreements between the Gila County Library District and the following eight libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2013, through June 30, 2014: Globe Public Library - $113,600; Hayden Public Library - $49,600; Isabelle Hunt Memorial Library - $106,400; Miami Memorial Library - $54,400; Payson Public Library - $230,400; San Carlos Library - $33,600; Tonto Basin Public Library - $68,000; and Young Public Library - $55,600. **(Jacque Griffin) (Motion to adjourn as the Library district Board of Directors and reconvene as the Board of Supervisors.)**

   C. Information/Discussion/Action to approve an Intergovernmental Agreement between the City of Coolidge and Gila County d/b/a Gila/Pinal Workforce Investment Board whereby the Coolidge Public Library will be designated as an "Access Point" for the Gila/Pinal Workforce Investment Area under the Workforce Investment Act for the period July 1, 2013, through June 30, 2014. **(Malissa Buzan)**

   D. Information/Discussion/Action to accept a Citizen's Petition to begin the process to establish Orient Drive as a Country Dirt Road. **(Steve Sanders)**

E. Information/Discussion/Action to adopt Resolution No. 13-10-01 accepting Vertical Heights Road as described in Fee No. 2013-010349, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**

F. Information/Discussion/Action to approve Amendment No. 2 to Contract No. 111311-1 between Gila County and Carson Construction Co., Inc. to increase the contract amount by $41,296.97 for cost overruns, for a total contract amount of $1,425,177.18 for work performed on the Pine Creek Canyon Road Reconstruction Project, and to release funds to the Pine Strawberry Water Improvement District in the amount of $8,783.30. **(Steve Sanders)**

4. **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 an Environmental Review Record Contract No. CDBG RA 2014 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Program, which is part of an application for FY 2013/2014 Community Development Block Grant (CDBG) funds in the amount of $112,007, and if awarded, said funds will be used for a proposed CDBG housing rehabilitation project in Gila County for the period of November 1, 2013, through October 30, 2015.

B. Approval of Amendment No. 2 to Funding Agreement No. 308-11 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Department, extending the contract end date from September 30, 2013, to November 30, 2013.

C. Approval of Amendment No. 10 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors which increases the contract amount from $8,549,003 to $8,577,410 due to receiving incentive funds for the Gila-Pinal Workforce Investment Area from the Governor's Council on Workforce Policy.

D. Approval of a Co-Location Resource Sharing Agreement between Gila County (dba Gila/Pinal Workforce Investment Board) and Central Arizona College (CAC) to provide CAC with work space at the Gila County Comprehensive One-Stop Center in Globe in the amount of $4,788 per year for the period July 1, 2013, through June 30, 2014.

E. Approval of an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services (ADHS) in the amount of $308,575 to allow for the continued provision of Nutrition Program Services for the period of October 1, 2013, through September 30, 2018. (This Contract replaces ADHS Contract No. ADHS11-004485.)

F. Approval of an Agreement between Gila County and Time Out, Inc. in Payson whereby the County will provide an economic development grant to Time Out, Inc, in a not to exceed amount of $10,000 to assist in providing services for the period July 1, 2013, through June 30, 2014; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

G. Approval of a Special Event Liquor License Application submitted by Cobre Valley Regional Medical Center Foundation to serve liquor at a fund raising event that will be held at the Gila County Fairgrounds on November 1, 2013.

H. Acknowledgment of Human Resources reports for the weeks of September 3, 2013, September 10, 2013, September 17, 2013, and September 24, 2013.

I. Acknowledgment of the August 2013 monthly activity report submitted by the Payson Regional Constable's Office.

J. Acknowledgment of the July 2013 and August 2013 monthly activity reports submitted by the Globe Regional Constable's Office.

K. Acknowledgment of the February 2012, March 2012, and August 2013 monthly activity reports submitted by the Globe Regional Justice of the Peace's Office.

L. Acknowledgment of the August 2013 monthly activity report submitted by the Clerk of the Superior Court's Office

M. Approval of the September 3, 2013, Board of Supervisors meeting minutes and the September 3, 2013, Board of Equalization meeting minutes.

N. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of July 1, 2013, to July 5, 2013; July 8, 2013, to July 12, 2013; and July 15, 2013, to July 19, 2013.

O. Approval of finance reports/demands/transfers for the weeks of September 24, 2013, and October 1, 2013.

5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-2096 **Presentation Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer, Sheriff's Office

Department: Sheriff's Office

Information

Request/Subject

Presentation of Letters of Commendation by the Gila County Sheriff

Background Information

On August 16, 2013, an incident occurred in Globe which resulted in the fatal shooting of a person of which Gila County Sheriff's Office employees were the initial responders to the 911 call and were responsible for apprehending the perpetrator.

Evaluation

J. Adam Shepherd, Gila County Sheriff, would like to present Letters of Commendation to ten (10) Sheriff's Office employees who played a vital role in this tragic incident.

Conclusion

n/a

Recommendation

To allow the Gila County Sheriff to present Letters of Commendation to ten (10) Sheriff's Office employees for their display of teamwork, dedication and professionalism.

Suggested Motion

Presentation of Letters of Commendation by Gila County Sheriff J. Adam Shepherd to ten (10) Sheriff's Office employees as follows: Sue Henderson, Stephanie Marquez, Sgt. Virgil Dodd, Deputy Jay Valenzuela, Deputy Gabe Valenzuela, Deputy Chris McGroarty, Officer Melissa Ramos, Sgt. Erich Kenney, Lt. Christine Duarte, and Officer Johnnie Brake.

Attachments

Commendation Letters

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Mike Johnson – Lt. Southern District
Tim Scott – Lt. Northern District

Justin Solberg- Jail Commander
William Carlson – Lieutenant
Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Sue Henderson, on August 16, 2013, you received a 911 call from Jane Eck reporting a suspicious vehicle at her residence at the end of Six Shooter Canyon Road. As you were on the line with her, Jane reported the vehicle had left and then was returning back to the residence. While talking with Jane you could hear what sounded like gunshots and the caller was no longer communicating with you.

You were able to relay the information to the Deputies in the field giving a description of the vehicle as it was reported to you along with requesting assistance from the Globe Police Department. The information you provided to the Deputies in the field resulted in a vehicle pursuit of the suspect and eventually a foot pursuit in a residential neighborhood off of Ice House Canyon Road.

It was a short time later that it was discovered Jane had been fatally shot while attempting to report what she witnesses during the incident.

There is no doubt that your quick actions in dispatching and relaying information to the Deputies in the field played a vital role in the quick apprehension of a very dangerous individual in our Community.

All too often the role of the Dispatcher in these types of situations goes unrecognized. I would like to thank you for your dedication, professionalism, and outstanding display of teamwork.

Sincerely,

Sheriff J. Adam Shepherd

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 W. Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Mike Johnson – Lt. Southern District
Tim Scott – Lt. Northern District

Justin Solberg- Jail Commander
William Carlson – Lieutenant
Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Stephanie Marquez, on August 16, 2013, your partner Sue Henderson received a 911 call from Jane Eck reporting a suspicious vehicle at her residence at the end of Six Shooter Canyon Road. As she was on the line with her, Jane reported the vehicle had left and then was returning back to the residence. While talking with Jane she could hear what sounded like gunshots and the caller was no longer communicating with her.

During this time Jane's Husband came on the line advising that Jane had been shot. You took steps to attempt to calm Mr. Eck and stayed on the line with him throughout this tragic situation.

There is no doubt that your quick actions in this case played a vital role in the quick apprehension of a very dangerous individual in our Community.

All too often the role of the Dispatcher in these types of situations goes unrecognized. I would like to thank you for your dedication, professionalism, and outstanding display of teamwork.

Sincerely,

Sheriff J. Adam Shepherd

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Justin Solberg- Jail Commander
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Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Sergeant Virgil Dodd, on August 16, 2013, Deputy Gabe Valenzuela responded to report of a suspicious vehicle at a residence near the end of Six Shooter Canyon Road. As he was responding he was advised of possible shots fired and the caller was no longer responding to the dispatcher.

Deputy Gabe Valenzuela was able to quickly obtain a description of the suspect's vehicle, which was observed a short time later traveling North on Six Shooter Canyon Road. Deputy Jay Valenzuela, Deputy Chris McGroarty, and Deputy Gabe Valenzuela pursued the vehicle to residential area off of Ice House Canyon Road and then engaged in a foot pursuit eventually taking the suspect into custody. It was not until a short time later that the Deputies were informed that the caller Jane Eck had been fatally shot.

You were advised a short time later that the suspect had been transported to the Hospital for injuries he sustained during his arrest. You responded to the Hospital to assist with security and later flew with him to a Hospital in the Phoenix Area.

I would like to thank you for your professionalism, hard work, and display of teamwork. It is with these actions that you display a positive and professional image not only to the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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Justin Solberg- Jail Commander
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Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Deputy Gabe Valenzuela, on August 16, 2013, you responded to report of a suspicious vehicle at a residence near the end of Six Shooter Canyon Road. As you were responding, you were advised of possible shots fired and the caller was no longer responding to the dispatcher.

You were able to quickly obtain a description of the suspect's vehicle, which you observed a short time later traveling North on Six Shooter Canyon Road. You, along with Deputy Jay Valenzuela and Deputy Chris McGroarty pursued the vehicle to residential area off of Ice House Canyon Road and then engaged in a foot pursuit eventually taking the suspect into custody. It was not until a short time later that you were informed that the caller Jane Eck had been fatally shot.

I would like to thank you for your professionalism, hard work, and display of teamwork which no doubt played a vital role in the quick apprehension of a very dangerous individual in our Community. It is with these actions that you display a positive and professional image not only to the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Deputy Jay Valenzuela, on August 16, 2013, Deputy Gabe Valenzuela responded to report of a suspicious vehicle at a residence near the end of Six Shooter Canyon Road. As he was responding he was advised of possible shots fired and the caller was no longer responding to the dispatcher.

Deputy Gabe Valenzuela was able to quickly obtain a description of the suspect's vehicle, which was observed a short time later traveling North on Six Shooter Canyon Road. You, along with Deputy Chris McGroarty and Deputy Gabe Valenzuela pursued the vehicle to residential area off of Ice House Canyon Road and then engaged in a foot pursuit eventually taking the suspect into custody. It was not until a short time later that you were informed that the caller Jane Eck had been fatally shot.

I would like to thank you for your professionalism, hard work, and display of teamwork which no doubt played a vital role in the quick apprehension of a very dangerous individual in our Community. It is with these actions that you display a positive and professional image not only to the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

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Justin Solberg- Jail Commander
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Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Deputy Chris McGroarty, on August 16, 2013, Deputy Gabe Valenzuela responded to report of a suspicious vehicle at a residence near the end of Six Shooter Canyon Road. As he was responding he was advised of possible shots fired and the caller was no longer responding to the dispatcher.

Deputy Gabe Valenzuela was able to quickly obtain a description of the suspect's vehicle, which was observed a short time later traveling North on Six Shooter Canyon Road. You, along with Deputy Jay Valenzuela and Deputy Gabe Valenzuela pursued the vehicle to residential area off of Ice House Canyon Road and then engaged in a foot pursuit eventually taking the suspect into custody. It was not until a short time later that you were informed that the caller Jane Eck had been fatally shot.

I would like to thank you for your professionalism, hard work, and display of teamwork which no doubt played a vital role in the quick apprehension of a very dangerous individual in our Community. It is with these actions that you display a positive and professional image not only to the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Lieutenant Christine Duarte, on August 17, 2013, you were notified that a suspect believed to have been involved in a fatal shooting had been brought to the Gila County Sheriff's Office Globe Jail. It was reported to you that this individual had suffered trauma to the head and was displaying erratic behavior and was also vomiting profusely. Gila County Sheriff's Office Medical Staff recommended that the individual be taken to Cobre Valley Regional Medical Center for further evaluation.

You quickly arranged for Detention Staff to transport the suspect to Cobre Valley Regional Medical Center. You also took it upon yourself to travel to the Hospital to ensure that all security and safety precautions for the suspect, Hospital Staff, and Detention Staff were in place. When it was decided by the Hospital Staff that the medical care the suspect required was beyond their abilities and they needed to transport the suspect to a larger Hospital in the Phoenix Area, you quickly began calling off-duty staff to have them travel to Maricopa Medical Center and await the arrival of the suspect via helicopter. You then put together a rotating schedule to ensure that two Detention Staff would be with the suspect at all times until his release from the Hospital. You then coordinated with Judge Goetteman to ensure that the suspect, like all arrests, received his arraignment via telephone to ensure that all legal procedures and due process was followed.

I would like to thank you for your professionalism, quick thinking, and display of teamwork which played a vital role in ensuring that the suspect received medical care for his injuries and also remained secure to protect Hospital Staff and the entire Globe-Miami Community. It is with these actions that you display a positive and professional image not only on the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Sergeant Erich Kenney, on August 17, 2013, you notified Jail Administration that a suspect believed to have been involved in a fatal shooting had been brought to the Gila County Sheriff's Office Globe Jail. You reported that this suspect had suffered trauma to the head and was displaying erratic behavior and was also vomiting profusely. You then notified Gila County Sheriff's Office Medical Staff of the apparent medical problem and upon their recommendation; you transported the individual to Cobre Valley Regional Medical Center for further evaluation.

While at the Hospital, you ensured that all security and safety precautions for the suspect and Hospital Staff were in place. You continued to maintain custody of the suspect until it was decided by the Hospital Staff that the medical care the suspect required was beyond their abilities and they needed to transport the suspect to a larger Hospital in the Phoenix Area.

I would like to thank you for your professionalism, hard work, and display of teamwork which played a vital role in ensuring that the suspect received medical care for his injuries and also remained secure to protect Hospital Staff and the entire Globe-Miami Community. It is with these actions that you display a positive and professional image not only on the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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Justin Solberg- Jail Commander
William Carlson – Lieutenant
Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Officer Johnnie Brake, on August 17, 2013, Jail Administration was notified that a suspect believed to have been involved in a fatal shooting had been brought to the Gila County Sheriff's Office Globe Jail. It was reported that this individual had suffered trauma to the head and was displaying erratic behavior and was also vomiting profusely. Gila County Sheriff's Office Medical Staff were advised of the apparent medical problem and upon their recommendation; you along with Sergeant Erich Kenney transported the suspect to Cobre Valley Regional Medical Center for further evaluation.

While at the Hospital, you ensured that all security and safety precautions for the suspect and Hospital Staff were in place. You continued to maintain custody of the suspect until it was decided by the Hospital Staff that the medical care the suspect required was beyond their abilities and they needed to transport the suspect to a larger Hospital in the Phoenix Area.

I would like to thank you for your professionalism, hard work, and display of teamwork which played a vital role in ensuring that the suspect received medical care for his injuries and also remained secure to protect Hospital Staff and the entire Globe-Miami Community. It is with these actions that you display a positive and professional image not only on the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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Sandra Estrada – Lieutenant
Christine Duarte - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

August 20, 2013

Commendation:

Officer Melissa Ramos, on August 17, 2013, the Jail Administration was notified that a suspect believed to have been involved in a fatal shooting had been brought to the Gila County Sheriff's Office Globe Jail. It was reported that the suspect had suffered trauma to the head and was displaying erratic behavior and was also vomiting profusely. Gila County Sheriff's Office Medical Staff recommended that the suspect be taken to Cobre Valley Regional Medical Center for further evaluation.

When it was decided by the Hospital Staff that the medical care the suspect required was beyond their abilities and they needed to transport the suspect to a larger hospital in the Phoenix Area, you were called while off duty and didn't hesitate to come to the facility to secure and inspect a transport vehicle. You then verified which hospital the suspect was being flown to and traveled to the hospital to await the arrival of the suspect thus maintaining custody and security while he received medical care. You remained with the suspect until you were relieved by additional Detention Staff later in the day.

I would like to thank you for your professionalism, hard work, and display of teamwork which played a vital role in maintaining custody and security of the suspect and also ensuring there were no delays in the suspect receiving proper medical care. It is with these actions that you display a positive and professional image not only on the Gila County Sheriff's Office, but Law Enforcement as a whole.

Thank You!

Sincerely,

Sheriff J. Adam Shepherd

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ARF-2071 **Presentation Agenda Item 2. B.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For: Linda Eastlick, Human Resources Director

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

Department: Human Resources

Information

Request/Subject

September 2013 "Spotlight on Employees" Program.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize four employees for September 2013 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of four (4) employees for September's "Spotlight on Employees" Program, as follows: Debra Williams, Yvette Baxley, Thomas Homan and Celena Cates.
(Michael O'Driscoll)

ARF-2119 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For: Marian Sheppard, Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Adoption of Proclamation 2013-07 proclaiming October 2013 as "Domestic Violence Awareness Month" in Gila County.

Background Information

The Board of Supervisors for many years has adopted a proclamation to declare the month of October as "Domestic Violence Awareness Month" in Gila County. The request each year usually comes from Gwen Carroll, Gila County Safe Home Supervisor, or Carolyn Gillis, Program Supervisor.

Evaluation

Domestic violence is a major social crisis in our society and all Arizonans are effected by domestic violence directly or indirectly. Domestic violence affects every child and adult in Gila County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor.

Conclusion

The Gila County Board of Supervisors recognizes the importance of designating a time devoted to increase the general public's awareness and support of agencies providing services to domestic violence victims and prepertrators.

Recommendation

It is recommended that the Board of Supervisors receive an update on the activities of the Gila County Safe Home as this agency provides services to victims of domestic violence within Gila County. It would be beneficial for this agency to receive a proclamation from the Board of Supervisors which proclaims the month of October as "Domestic Violence Awareness Month" in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2013-07 proclaiming October 2013 as "Domestic Violence Awareness Month" in Gila County. **(Carolyn Gillis)**

Attachments

Proclamation No. 2013-07

Request Letter for Proclamation No. 2013-07

PROCLAMATION NO. 2013-07

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO PROCLAIM OCTOBER 2013 AS "DOMESTIC VIOLENCE AWARENESS MONTH" IN GILA COUNTY

WHEREAS, domestic violence continues to be a major social crisis in our society;

WHEREAS, all Arizonans are affected by domestic violence directly or indirectly, and domestic violence costs this state and county millions of dollars in lost productivity and health costs;

WHEREAS, domestic violence affects every child and adult in Gila County as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor;

WHEREAS, volunteers and service providers in our community are working to provide a continuum of care to domestic violence survivors through 24-hour hotlines, emergency shelter, case management, support groups, advocacy, information and referrals, transportation and education and training;

WHEREAS, Gila County seeks to improve services for victims/survivors of domestic violence and prevent future acts of domestic violence through public awareness and services for victims and perpetrators;

WHEREAS, this community recognizes the vital importance of designating a time devoted to increase the general public's awareness and support of agencies providing services to domestic violence victims and perpetrators; and

WHEREAS, we hold forth a vision of a community free from domestic violence.

NOW, THEREFORE, we, the members of Gila County Board of Supervisors do hereby proclaim October 2013 as "Domestic Violence Awareness Month" in Gila County.

PASSED AND ADOPTED this 1st day of October 2013.

ATTEST: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk of the Board Michael A. Pastor, Chairman

Horizon Human Services...
Domestic Violence Safe Home

PO Box 1543
Globe, Arizona 85502
Phone: 928-402-0648
Fax: 928-402 9020

domesticviol@horizonhumanservices.org
cgillis@horizonhumanservices.org

Helping
Domestic
Violence
Survivors
Heal

Horizon
Domestic Violence
Safe Home
Assisting
Victims
Of
Domestic
Violence

September 17, 2013

RE: Requesting Proclamation and Agenda Time

Dear Gila County Board of Supervisors:

October is *National Domestic Violence Awareness Month*. This month provides an excellent opportunity for Gila County to demonstrate its support in ending domestic violence and to support the numerous victims who are among us. Moreover, it is a wonderful opportunity to educate the public on the seriousness of domestic violence and the prevalence of this epidemic in our lives.

The *Horizon Domestic Violence Safe Home* would be honored if you would sponsor an official proclamation to recognize October as *Gila County National Domestic Violence Awareness Month*. Your proclamation would lend official recognition to the important work of educating the public on domestic violence, as well as emphasize your personal commitment to ending this crime. I have enclosed a sample proclamation which may help your office compose the appropriate proclamation for Gila County.

If you or your staff has any questions concerning the request, the sample proclamation, or *National Domestic Violence Awareness Month*, please call me at 928-402-9297 (office), 928-812-2521 (c) or email me at cgillis@horizonhumanservices.org. I will follow-up with your office on this request in the next few days. As always, we appreciate your support of, National Domestic Violence Awareness Month and the ending of domestic violence. Thank you for consideration on this special request.

Sincerely,

Carolyn Gillis

Carolyn Gillis
Program Supervisor

ARF-2103 **Regular Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Jacque Griffin, Asst. County Manager/Librarian	Submitted By:	Mary Stemm, Library Assistant Senior, Asst County Manager/Library District
Department:	Asst County Manager/Library District	Division:	Library District
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013-June 30, 2014	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Library Service Agreements with Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin and Young Libraries.

Background Information

At the Board of Supervisors' Special meeting of July 16, 2013, a new methodology and formula based on current data, relevant to today's library services and tied to services actually being provided by the affiliate libraries was adopted by the Board. It provides a base amount to the rural libraries that are in unincorporated areas, and equitably distributes the limited funding that is available in the Gila County Library District. This particular set of measures includes four core services. It redistributes funding based on services actually provided, while providing consideration for the challenges facing the private non-profit libraries that provide these services in unincorporated areas.

Because the new funding formula is based on measurable services, it removes the requirement for matching funds from the city/towns/tribal entities. It ties funding to four key core measures of library service that can be substantiated, and are standard measures throughout libraries.

The Public Library Assistance Funding Formula recognizes the changes to library services that have occurred in the past twenty years, and connects funding to core library services provided by the eight affiliate libraries to the residents of Gila County. This new funding formula was incorporated into the Library Services Agreements for Fiscal Year 14 and presented to each library's governing board or council.

Evaluation

Due to the new Public Library Assistance Funding Formula, the funding amounts from the Library District to the public libraries have changed from last year. Library District funding for Fiscal Year 14 for the eight libraries is as follows: Globe Public Library - $113,600; Hayden Public Library - $49,600; Isabelle Hunt Memorial Library - $106,400; Miami Memorial Library - $54,400; Payson Public Library - $230,400; San Carlos Library - $33,600; Tonto Basin Public Library - $68,000; and Young Public Library - $55,600. The Library District distributes these amounts in two installments, in November 2013 and May 2014.

Conclusion

Approval of the Library Service Agreements facilitates funding and resource sharing with the affiliate libraries.

Recommendation

The Gila County District Librarian recommends the approval of the Library Service Agreements between the Gila County Library District and Globe Public Library, Hayden Public Library, Isabelle Hunt Memorial Library (Pine), Miami Memorial Library, Payson Public Library, San Carlos Library, Tonto Basin Public Library and Young Public Library for fiscal year 2013-2014.

Suggested Motion

(Motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to approve Library Service Agreements between the Gila County Library District and the following eight libraries to cooperate in the provision of library services to the citizens of the District for the period July 1, 2013, through June 30, 2014: Globe Public Library - $113,600; Hayden Public Library - $49,600; Isabelle Hunt Memorial Library - $106,400; Miami Memorial Library - $54,400; Payson Public Library - $230,400; San Carlos Library - $33,600; Tonto Basin Public Library - $68,000; and Young Public Library - $55,600. **(Jacque Griffin) (Motion to adjourn as the Library district Board of Directors and reconvene as the Board of Supervisors.)**

Attachments

LSA 2014 Globe
LSA 2014 Hayden
LSA 2014 Isabelle Hunt (Pine)
LSA 2014 Town of Miami
LSA 2014 Payson
LSA 2014 SanCarlos
LSA 2014 Tonto Basin
LSA 2014 Young
Legal Explanations (contracts)
Legal Explanation (IGAs)

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This Library Service Agreement ("Agreement") is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the City of Globe, hereinafter referred to as the "CITY," and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the CITY recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the CITY operates and maintains a library and it is the desire of the CITY to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating entities.

NOW THEREFORE IT IS AGREED by and between the District and the CITY as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the CITY, are the property of the CITY.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the CITY remain the sole responsibility of the CITY.

4. To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other 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, official agents, employees or volunteers.

5. The CITY agrees to the following conditions:

   A. The CITY shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the CITY's library. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.

   B. The CITY shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.

   C. The CITY shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.

   D. The CITY shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the CITY library.

   E. The CITY agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the CITY.

   F. The CITY's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The CITY agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

   G. The CITY shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

   H. CITY library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

   I. Legal Arizona Workers Act Compliance

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

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

Any breach of the CITY'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 Agreement subjecting the CITY to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the CITY shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The CITY shall advise each subcontractor of District's rights, and the subcontractor's obligations, under this Section I 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 Agreement 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 District 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 Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section I shall be the responsibility of the CITY.

6. The District will provide the following benefits and support services to the library:

   A. Opportunity to participate in a countywide online system subject to conditions specified in this Agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

   B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

   C. Provide internet access (connectivity) for both library staff and public computers

   D. Coordination of countywide library development.

E. Continuing education opportunities for staff and volunteers.

F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

G. Professional assistance and consultation services.

7. The CITY and the District acknowledge that the services performed have a value to the District and the CITY. In consideration of that value, the District agrees:

   A. To fund the CITY for library services, in the total amount of **$113,600.00** for fiscal year 2014**.**

   B. To distribute this amount in two installments: one half (1/2) in November 2013 and one half (1/2) in May 2014.

8. This Agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the CITY agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the CITY. Conversely, the Library District agrees to deliver to the CITY library, by the date of termination, any books, materials, and equipment belonging to the CITY library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the CITY library any books, materials and equipment belonging to the CITY library which had been entrusted to the possession or control of another participating library.

12. Any dispute, controversy, claim, or cause of action arising out of or related to this Agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County

for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY

Mayor

ATTEST:

CITY Clerk

8-27-13
Date

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Clerk of the Board

Date

Pursuant to A.R.S. 11-952(D) the foregoing Agreement has been reviewed by the undersigned attorney for the CITY, who has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State to the CITY.

CITY Attorney

Pursuant to A.R.S. 11-952(D) the foregoing Agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Hayden, hereinafter referred to as the "TOWN," and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the TOWN recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the TOWN operates and maintains a library and it is the desire of the TOWN to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to the participating TOWN.

NOW THEREFORE IT IS AGREED by and between the District and the TOWN as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the TOWN, are the property of the TOWN.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the TOWN remain the sole responsibility of the TOWN.

4. 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 other 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, official agents, employees or volunteers.

5. The TOWN agrees to the following conditions:

A. The TOWN shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the TOWN's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.

B. The TOWN shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.

C. The TOWN shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.

D. The TOWN shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the TOWN library.

E. The TOWN agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the TOWN.

F. The TOWN's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The TOWN agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

G. The TOWN shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

H. TOWN library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. Legal Arizona Workers Act Compliance

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

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

Any breach of TOWN's or any subcontractor's warranty of compliance

with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the TOWN to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the TOWN shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The TOWN shall advise each subcontractor of District'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 District 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 the TOWN.

6. The District will provide the following benefits and support services to the library:

   A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

   B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

   C. Provide internet access (connectivity) for both library staff and public computers

   D. Coordination of countywide library development.

   E. Continuing education opportunities for staff and volunteers.

   F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

   G. Professional assistance and consultation services.

7. The TOWN and the District acknowledge that the services performed have a value to the District and the TOWN. In consideration of that value, the District agrees:

   A. To fund the TOWN for library services, in the total amount of **$49,600.00** for fiscal year 2014.

   B. To distribute this amount in two installments, in November 2013 and May 2014.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the TOWN agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the TOWN. Conversely, the Library District agrees to deliver to the TOWN library, by the date of termination, any books, materials, and equipment belonging to the TOWN library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the TOWN library any books, materials and equipment belonging to the TOWN library which had been entrusted to the possession or control of another participating library.

12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN

Mayor

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Laura E Romero
TOWN Clerk

ATTEST:

Clerk of the Board

8-5-13
Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the TOWN, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the TOWN.

Stephen R. Cooper
TOWN Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the ISABELLE HUNT MEMORIAL PUBLIC LIBRARY, INC., hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the Board, are the property of the Board.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.

4. 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 other 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, official agents, employees or volunteers.

5. The Board agrees to the following conditions:

   A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.

   B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.

   C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.

   D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.

   E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.

   F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.

   G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.

   H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

   I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they

are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

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

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

Any breach of Board'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 Board 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, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District'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 District 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 the Board.

6. The District will provide the following benefits and support services to the library:

A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide

online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

C. Provide internet access (connectivity) for both library staff and public computers

D. Coordination of countywide library development.

E. Continuing education opportunities for staff and volunteers.

F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

G. Professional assistance and consultation services.

7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:

   A. To pay the Board an amount not to exceed **$106,400.00** for library services, for fiscal year 2014.

   B. To distribute this amount in two installments, November 2013, and May 2014.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the

station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

ISABELLE HUNT MEMORIAL PUBLIC LIBRARY, INC.

Chairman of the Board

ATTEST:

Secretary of the Board

July 24, 2013
Date

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Clerk of the Board

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney, Gila County

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Miami, hereinafter referred to as the "TOWN," and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the TOWN recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the TOWN operates and maintains a library and it is the desire of the TOWN to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to the participating TOWN.

NOW THEREFORE IT IS AGREED by and between the District and the TOWN as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the TOWN, are the property of the TOWN.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the TOWN remain the sole responsibility of the TOWN.

4. 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 other 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, official agents, employees or volunteers.

5. The TOWN agrees to the following conditions:

A. The TOWN shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the TOWN's library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.

B. The TOWN shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.

C. The TOWN shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.

D. The TOWN shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the TOWN library.

E. The TOWN agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the TOWN.

F. The TOWN's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The TOWN agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

G. The TOWN shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

H. TOWN library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. Legal Arizona Workers Act Compliance

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

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

Any breach of TOWN's or any subcontractor's warranty of compliance

with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the TOWN to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the TOWN shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The TOWN shall advise each subcontractor of District'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 District 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 the TOWN.

6. The District will provide the following benefits and support services to the library:

   A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

   B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

   C. Provide internet access (connectivity) for both library staff and public computers

   D. Coordination of countywide library development.

   E. Continuing education opportunities for staff and volunteers.

   F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

   G. Professional assistance and consultation services.

7. The TOWN and the District acknowledge that the services performed have a value to the District and the TOWN. In consideration of that value, the District agrees:

   A. To fund the TOWN for library services, in the total amount of **$54,400.00** for fiscal year 2014.

   B. To distribute this amount in two installments, in November 2013 and May 2014.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the TOWN agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the TOWN. Conversely, the Library District agrees to deliver to the TOWN library, by the date of termination, any books, materials, and equipment belonging to the TOWN library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the TOWN library any books, materials and equipment belonging to the TOWN library which had been entrusted to the possession or control of another participating library.

12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN OF MIAMI

Rosemary Castaneda
Mayor

ATTEST:

Karen Norris
TOWN Clerk

8-13-13
Date

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Clerk of the Board

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the TOWN, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the TOWN.

TOWN Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Town of Payson, hereinafter referred to as the "TOWN," and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the TOWN recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the TOWN operates and maintains a library and it is the desire of the TOWN to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to the participating TOWN.

NOW THEREFORE IT IS AGREED by and between the District and the TOWN as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the TOWN, are the property of the TOWN.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the TOWN remain the sole responsibility of the TOWN.

4. 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 other 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, official agents, employees or volunteers.

5. The TOWN agrees to the following conditions:

A. The TOWN shall use the District funds to ensure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the TOWN's library, pursuant to A.R.S. §48-3901 et. seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.

B. The TOWN shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.

C. The TOWN shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.

D. The TOWN shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the TOWN library.

E. The TOWN agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the TOWN.

F. The TOWN's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The TOWN agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

G. The TOWN shall ensure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

H. TOWN library staff agrees to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. Legal Arizona Workers Act Compliance

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

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

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

The TOWN shall advise each subcontractor of District'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 District 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 the TOWN.

6. The District will provide the following benefits and support services to the library:

   A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

   B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

   C. Provide internet access (connectivity) for both library staff and public computers

   D. Coordination of countywide library development.

   E. Continuing education opportunities for staff and volunteers.

   F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

   G. Professional assistance and consultation services.

7. The TOWN and the District acknowledge that the services performed have a value to the District and the TOWN. In consideration of that value, the District agrees:

   A. To fund the TOWN for library services, in the total amount of **$230,400.00** for fiscal year 2014**.**

   B. To distribute this amount in two installments, in November 2013 and May 2014.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the TOWN agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the TOWN. Conversely, the Library District agrees to deliver to the TOWN library, by the date of termination, any books, materials, and equipment belonging to the TOWN library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the TOWN library any books, materials and equipment belonging to the TOWN library which had been entrusted to the possession or control of another participating library.

12. Any dispute, controversy, claim, or cause of action arising out of or related to this agreement shall be governed by Arizona law and may, but in no event need, be settled by submission with the consent of both parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, ARS 12 - 1501, et seq., and judgment upon any award rendered by the arbitrators may be entered in the Superior Court of Gila County, or any such dispute, controversy, claim, or cause of action may be litigated in a court. The venue for any such dispute shall be Gila County, Arizona. Each party waives the right to object to venue in Gila County for any reason. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN

Mayor

ATTEST:

TOWN Clerk

7/30/13
Date

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Clerk of the Board

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the TOWN, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the TOWN.

TOWN Attorney

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney

LIBRARY SERVICE AGREEMENT
BETWEEN
GILA COUNTY LIBRARY DISTRICT
AND
SAN CARLOS APACHE TRIBE

JULY 1, 2013 TO JUNE 30, 2014

This Library Service Agreement (the "Agreement") is entered into between the GILA COUNTY BOARD OF SUPERVISORS acting as the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the SAN CARLOS APACHE TRIBE, hereinafter referred to as the "Tribe," and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the San Carlos Apache Tribe is a federally recognized tribe organized pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378);

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Tribe recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Tribe operates and maintains a public library (the "Tribe's Library") and it is the desire of the Tribe to continue as a participating member of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating Tribes.

NOW, THEREFORE, IT IS AGREED by and between the District and the Tribe as follows:

1. In consideration of District funds received by the Tribe, all citizens of the District shall have full use of the Tribe's library facilities and services.

2. All library materials purchased with District funds by the Tribe shall be the property of the Tribe.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Tribe remain the sole responsibility of the Tribe.

4. 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 other 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, official agents, employees or volunteers.

5. The Tribe agrees to the following conditions:

   A. The Tribe shall use the District's funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the Tribe's library, pursuant to A.R.S. §48 - 3901 *et seq.* Tribe agrees not to use District's funds for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District.
   B. The Tribe, by and through its Library Program, shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.

   C. The Tribe shall support resource sharing among libraries by participating in intra-library and inter-library as a borrower and lender of library materials.

   D. The Tribe shall comply with any reasonable conditions or restrictions that the District or another participating library imposes with respect to loans of books, materials, or equipment to the Tribe's Library.

   E. The Tribe agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Tribe.

   F. The Tribe's decision to participate in the countywide online system is evidenced by the authorized signature(s) on this Agreement and the resolution of the Tribal Council of the Tribe providing such authorization, as attached and incorporated by this reference. This Agreement shall not be valid without the authorization of the Tribal Council in the form of its resolution. The Tribe agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of

supplementary Library District materials, if applicable, and other online functions as may be implemented.

G. The Tribe shall ensure that the Tribe's Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be provided by, and coordinated through the District.

H. Tribe agrees that its library staff shall attend and participate in at least three of the four quarterly countywide librarians meetings each year.

I. **Arizona Workers Act Compliance**
The Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws if applicable to Tribe's employment of its employees, and with the requirements of A.R.S. 23-214 (A), if applicable (together the "State and Federal Immigration Laws"). The Tribe further agrees not to subcontract any of the services provided by the Tribe's Library.

6. The District will provide the following benefits and support services to the Tribe's library:

A. The Tribe may participate in the countywide online system, subject to conditions specified in this Agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

B. The District shall ensure continuous operation of and access to the online system, notifying the Tribe's library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

C. The District shall further provide the Tribe's library with:

(1) Coordination of countywide library development;

(2) Continuing education opportunities for staff and volunteers;

(3) Regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff; and

(4) Professional assistance and consultation services.

7. The Tribe and the District acknowledge that the library services performed have a value to the District and the Tribe. In consideration of that value, the District agrees to:

   A. Fund library services, in the amount of $33,600.00 for Fiscal Year 2014;

   B. Distribute this amount to the Tribe in two installments, in November 2013 and May 2014;

8. This Agreement may be renewed from year to year by mutual agreement of the parties involved.

9. Upon reasonable notice, the District shall have the right at any time to inspect the books and records of Tribe' and any subcontractor.

10. Any breach of Tribe'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 Agreement subjecting Tribe to penalties up to and including suspension or termination of this Agreement.

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

12. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

13. This Agreement may be canceled pursuant to A.R.S. §38-511, the pertinent provisions of which are fully incorporated herein by reference.

14. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Tribe agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Tribe. Conversely, the Library District agrees to deliver to the Tribe's Library, by the date of termination, any books, materials, and equipment belonging to the Tribe's Library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Tribe library any books, materials and equipment belonging to the Tribe's Library which had been entrusted to the possession or control of another participating library.

15. In the event of a dispute under this Agreement, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal. In the event that such dispute, controversy, claim, or cause of action ("Dispute") arising out of or related to this Agreement cannot be settled, the Dispute may, but in no event need, be settled by submission with the consent of both parties to binding arbitration. Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction. Neither party shall be entitled to recover any of its attorneys' fees or other costs from the other party incurred in any such dispute, controversy, claim or cause of action, but each party shall bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise. The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to this Agreement, nor to any arbitration proceeding or other proceeding based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits.

16. The provisions of this section shall govern and control this Agreement where such provisions are in conflict with any other provision of the Agreement.

17. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the San Carlos Apache Tribe, its consent to be sued, or its consent to the jurisdiction of any federal or state court.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

SAN CARLOS APACHE TRIBE

Terry Rambler
Chairman

ATTEST:

Tribal Council Secretary

Sept 3 2013
Date

GILA COUNTY BOARD OF SUPERVISORS
As the: GILA COUNTY LIBRARY DISTRICT

Michael A. Pastor
Chairman

ATTEST:

Clerk of the Board

Date

The foregoing Agreement has been reviewed by the undersigned attorney for the Tribe, who has determined that the agreement is in proper form and is within the powers and authority of the Tribe.

Attorney for San Carlos Apache Tribe

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney, Gila County

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the Board of the TONTO BASIN PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the Board, are the property of the Board.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.

4. 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 other 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, official agents, employees or volunteers.

5. The Board agrees to the following conditions:

   A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.

   B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.

   C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.

   D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.

   E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.

   F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.

   G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.

   H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

   I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they

are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

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

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

Any breach of Board'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 Board 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, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District'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 District 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 the Board.

6. The District will provide the following benefits and support services to the library:

A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide

online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.
C. Provide internet access (connectivity) for both library staff and public computers

D. Coordination of countywide library development.

E. Continuing education opportunities for staff and volunteers.

F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

G. Professional assistance and consultation services.

7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:

   A. To pay the Board an amount not to exceed **$68,000.00** for library services, for fiscal year 2014.

   B. To distribute this amount in two installments, November 2013, and May 2014.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the

station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

BOARD OF TONTO BASIN PUBLIC LIBRARY

Fran Holt
Chairman of the Board

ATTEST:

Kathy J. Womack
Secretary of the Board

07/29/2013
Date

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:

Clerk of the Board

Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney, Gila County

GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2013 TO JUNE 30, 2014

This agreement is entered into between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the PLEASANT VALLEY COMMUNITY LIBRARY BOARD OF THE YOUNG PUBLIC LIBRARY, hereinafter referred to as the "Board" and shall be for a period commencing July 1, 2013 to June 30, 2014.

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Board recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Board operates and maintains a library and it is the desire of the Board to join the District and to continue as an established station of the District; and

WHEREAS, the parties wish to establish terms and conditions prior to distribution of District tax levied funds to participating boards.

NOW THEREFORE IT IS AGREED by and between the District and the Board as follows:

1. All citizens of the District shall have full use of the library facilities and services.

2. All library materials purchased with District funds by the Board, are the property of the Board.

3. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Board remain the sole responsibility of the Board.

4. 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 other 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, official agents, employees or volunteers.

5. The Board agrees to the following conditions:

   A. The Board shall use the District funds to insure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. District funds may not be accumulated from year to year for capital projects. An annual written accounting shall be made to the District describing the manner and use of funds as required by the District.

   B. Because the Board receives public monies from the District, the Board shall conduct all business meetings in accordance with Arizona Open Meeting Laws, A.R.S. 38-431 et seq.

   C. The Board shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.

   D. The Board shall annually submit to the Arizona State Library, the Arizona Public Library Statistical Report as required by the State Library.

   E. The Board shall support resource sharing among libraries by participating in intra-library and inter-library services as a borrower and lender of library materials.

   F. The Board shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library.

   G. The Board agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the station library.

   H. The Board's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Board agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.

   I. The Board shall insure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they

are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

J. The Board shall require library staff or a representative to attend and participate in at least three of the four quarterly countywide librarians meetings each year.

K. Legal Arizona Workers Act Compliance

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

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

Any breach of Board'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 Board 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, Board shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Board shall advise each subcontractor of District'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 District 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 the Board.

6. The District will provide the following benefits and support services to the library:

A. Opportunity to participate in a countywide online system subject to conditions specified in this agreement. Operation of the countywide

online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.

B. Operate the online system continuously, notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines.

C. Provide internet access (connectivity) for both library staff and public computers

D. Coordination of countywide library development.

E. Continuing education opportunities for staff and volunteers.

F. Offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff.

G. Professional assistance and consultation services.

7. The Board and the District acknowledge that the services to be performed have a value to the District and to the Board. In consideration of that value, the District agrees:

   A. To pay the Board an amount not to exceed $**55,600.00** for library services, for fiscal year 2014.

   B. To distribute this amount in two installments, November 2013, and May 2014.

8. This agreement may be renewed from year to year by mutual agreement of the parties involved.

9. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.

10. This agreement may be canceled pursuant to A.R.S. 38-511, the pertinent provisions of which are fully incorporated herein by reference.

11. Either party may terminate this Agreement by giving 30 days' notice to the other. Upon termination of this Agreement by either party, the Board agrees to return to the owner, by the date of termination, any books, materials and equipment belonging to the Library District or other participating library, which had been entrusted to the possession or control of the Board. Conversely, the Library District agrees to deliver to the station library, by the date of termination, any books, materials, and equipment belonging to the

station library which had been entrusted to the possession or control of the Library District and to make reasonable, good faith efforts to return to the Board any books, materials and equipment belonging to the library which had been entrusted to the possession or control of another participating library.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

PLEASANT VALLEY COMMUNITY LIBRARY BOARD	GILA COUNTY LIBRARY DISTRICT
Darlene R Taylor	
Chairman of the Board	Chairman, Board of Directors
ATTEST:	ATTEST:
Audrey Morris	
Secretary of the Board	Clerk of the Board
7/23/2013	
Date	Date

The foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

Deputy County Attorney, Gila County

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.

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-2100 **Regular Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Malissa Buzan, Community Services Division Director	Submitted By:	Barbara Valencia, WIA Department Program Manager, Community Services Division
Department:	Community Services Division	Division:	WIA Department
Fiscal Year:	Program Year 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013 - June 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Intergovernmental Agreement with the City of Coolidge for Local Access Point for Coolidge Public Library.

Background Information

Access Points are employment information centers which were launched by the Department of Labor under the Workforce Investment Act. The initiative was part of an effort to create local outreach centers where job seekers could access workforce development services in their local communities. This concept created a unique opportunity for community agencies and the One-Stop System to engage and partner to promote access to the Workforce System.

An incentive grant from Arizona Department of Economic Security shall fund this initiative.

Evaluation

While each Access Point offers a unique set of resources (depending on the participating partners), all Access Points offer free computer and Internet access for the purpose of job searching. Access Point connect job seekers to both employment and community resources in a convenient location and close to home.

Gila/Pinal Workforce Investment Area Responsibilities:
• Share resources and job postings with Access Points;
• Refer individuals to Access Points based on needs and location of residence;
• Market Access Points at all One-Stop Centers;
• Invite Access Points to quarterly One-Stop meetings and provide opportunities for information sharing;
• Hold orientations for Access Points twice annually, if needed;
• Conduct annual staff visits providing support to Access Points as needed;
• Inspection of the locations for signage;
• Training of Access Point staff to help job seekers with job search activities;
• Equipment maintenance and supplies; and
• Desktop computers (Microsoft program with Internet access), printer, computer desk and chair, if needed.

Access Point Responsibilities:
• Host an Access Point consisting of a computer with Internet access and Point of Contact trained by workforce system staff;
• Help job seekers as needed and staff availability;
• Publicize job seeker services to the Access Point's community;
• Send staff to initial training;
• Submit sign-in sheets monthly to document activities;
• Assure that reasonable precautions will be taken to ensure hardware, software; and/or other equipment remain secure and in good repair;

• Agree to abide by all applicable federal, state and local laws; and
• Refer customers to the One-Stops, as needed.

Conclusion

The purpose of this Agreement is to establish a local Access Point in the City of Coolidge Public Library. Under the Workforce Act, the "Access Point" model consists of local entities/organizations and/or business where job services can be provided, assisted by trained individuals.

Recommendation

Recommendation to approve City of Coolidge Public Library to become an "Access Point" under the Workforce Investment Act for the period July 1, 2013, through June 30, 2014.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between the City of Coolidge and Gila County d/b/a Gila/Pinal Workforce Investment Board whereby the Coolidge Public Library will be designated as an "Access Point" for the Gila/Pinal Workforce Investment Area under the Workforce Investment Act for the period July 1, 2013, through June 30, 2014. **(Malissa Buzan)**

Attachments

IGA Agreement - City of Coolidge

Legal Explanation

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is between the City of Coolidge ("City of Coolidge") and Gila County dba Gila/Pinal Workforce Investment Board ("Gila County").

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. §11-201; and

WHEREAS the City of Coolidge and Gila County are authorized by A.R.S. §11-952 *et. seq.* to enter into agreements for joint or cooperative action to contract for the services specified in this Agreement.

THEREFORE the City of Coolidge and Gila County agree to abide by all the terms and conditions set forth in this Agreement. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

1.0 Purpose of Agreement

The purpose of this Agreement is to establish a local Access Point in the city of Coolidge, Pinal County. Under the Workforce Investment Act, the "Access Point" model consists of local entities/organizations and/or businesses where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

The City of Coolidge Library is a place where people can go in the city of Coolidge to look for jobs, assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. The City of Coolidge Library will provide job seekers free access to a computer with internet access to further their job search. Job seekers can apply for jobs, create or update cover letters and resumes, apply for public assistance programs, and get connected with a One-Stop Center – all in one convenient location, and close to home.

2.0 Term of Agreement

2.1 This Agreement shall have an effective date of July 1, 2013 and end on June 30, 2014, and is renewable annually by mutual agreement with the parties.

2.2 Either party may terminate the Agreement by providing thirty (30) days prior written notice to the other party.

2.3 The indemnification provisions of this Agreement shall survive the termination of the Agreement.

3.0 Gila County agrees to provide the City of Coolidge with:

3.1 ☒ Access to employment resources;

3.2 ☒ Training to help job jobseekers with job search;

3.3 ☒ Personal contacts in and connections to the One-Stop Centers, staff and key partners;

3.4 ☒ Inspection of the locations and signage for location;

3.5 ☒ Training of staff to help job seekers with job search activities;

3.6 ☐ Equipment maintenance;

3.7 ☒ Supplies, Access Point signage; and

3.8 ☐Desktop computers (Microsoft Program with internet access), printer, computer desk and chair.

4.0 Equipment/Budget

4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.

4.2 The City of Coolidge and Gila County each agree to maintain a budget for their respective obligations under this Agreement.

5.0 City of Coolidge agrees to:

5.1 ☒Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;

5.2 ☒Help job seekers as needed and staff availability;

5.3 ☒Publicize job seeker services to the Access Point's community;

5.4 ☒Send staff to initial training;

5.5 ☐Submit sign-in sheets monthly to document activities;

5.6 ☒Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;

5.7 ☒Agrees to abide by all applicable federal, state and local laws; and

5.8 ☒Refer customers to the One-Stop and supportive services as needed.

6.0 Indemnification

The parties agree that to the extent permitted by law, each party shall indemnify, defend, and save the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance in whole or in part by the indemnifying party of any of the provisions of this Agreement. Each party hereby indemnifies the other party against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected in whole or in part with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned solely by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

7.1 The City of Coolidge and Gila County shall comply with Executive Order 75-5, as modified 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 all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Entity shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

7.2 The City of Coolidge and Gila County shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

7.3 The City of Coolidge and Gila County shall comply with the following:
(1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

8.0 CANCELLATION FOR CONFLICT OF INTEREST

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

9.0 AMENDMENTS OR MODIFICATIONS

9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

10.0 VETERANS' PRIORITY PROVISIONS

10.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to Veterans and spouses of certain Veterans for the receipt of employment, training, and placement services. Please note that to obtain priority of service; a Veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the Veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to Veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide

assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

11. MISCELLANEOUS PROVISIONS

11.1 This Agreement shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.

11.2 All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

City of Coolidge
City Manager
130 W. Central Avenue
Coolidge, AZ 85128

Gila County
Malissa Buzan, Community Services Director
5515 S. Apache Avenue
Suite 200
Globe, AZ 85501

11.3 This Agreement is nonassignable in whole or in part by either party hereto without the written consent of both parties.

11.4 This Agreement shall inure solely to the benefit of the City of Coolidge and Gila County, and shall create no rights in any other person or entity.

11.5 To the extent applicable under A.R.S. §44-4101, each party and its subcontractors warrants its compliance with all federal immigration laws and regulations that relate to their respective employees and their compliance with E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any party or its subcontractor shall be deemed a material breach of the Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor's employees who work on the Agreement to ensure that the party or its subcontractor are complying with the above-mentioned warranty.

11.6 Pursuant to A.R.S. §35-391.06 and §35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the terms "scrutinized business operations" shall have the meanings set forth in A.R.S. §35-391 and §35-393, as applicable. If any party determines that the other party submitted a false certification, that party may impose remedies as provided by law including termination of this Agreement.

11.7 In the event of any controversy which may arise out of this Agreement, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF

CITY OF COOLIDGE

Signature

Thomas R. Shope
Printed Name

Mayor
Title

8-12-13
Date

APPROVED AS TO FORM

Denis M. Fitzgibbons, City Attorney

8/12/13
Date

ATTEST:

Norma Ortiz, City Clerk

8-12-13
Date

FOR AND ON BEHALF OF THE GILA COUNTY (dba GILA/PINAL WORKFORCE INVESTMENT BOARD)

Signature

Michael A. Pastor
Printed Name

Chairman, Gila County Board of Supervisors
Title

Date

APPROVED AS TO FORM

Bryan B. Chambers, Deputy Gila County Attorney

Date

ATTEST

Marian Sheppard, Clerk

Date

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-2092 **Regular Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Steve Sanders, Public Works Division Deputy Director, Public Works Division
Department:	Public Works Division	Division:	Engineering

Information

Request/Subject

A Citizen's Petition to Begin the Process to Establish Orient Drive as a Country Dirt Road

Background Information

Gila County Public Works Policy No. ENG03-04 adopted by the Board of Supervisors on October 7, 2003, and most recently revised on May 24, 2007, establishes policies and procedures for accepting certain dirt roads in the County as country dirt roads. The initial step in the procedure is a Citizen's Petition to begin the process to establish a "Country Dirt Road." The Engineering Department has received a Citizen's Petition to being the process to establish Orient Drive as a Country Dirt Road.

Evaluation

After reviewing the Petition and supporting documentation for Orient Drive, the Engineering Department has determined that it meets the initial requirements to be designated as a Country Dirt Road.

Conclusion

After determining that the Petition meets the requirements for a Country Dirt Road, the next step in the process is to present the Petition to the Board of Supervisors to either accept or reject the Petition. If the Petition is rejected, no further action is taken and the road remains private. If the Petition is accepted, the Engineering Department will prepare a map of the road and easement documents of property owners along the road for the petitioner to use to collect the necessary signatures required to grant an easement of the road to Gila County.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board accept a Citizen's Petition to begin the process to establish Orient Drive as a County Dirt Road.

Suggested Motion

Information/Discussion/Action to accept a Citizen's Petition to begin the process to establish Orient Drive as a Country Dirt Road. **(Steve Sanders)**

Attachments

Citizen's Petition

Map

Country Dirt Road Guidelines Policy No. ENG03-04

RECEIVED
AUG 14 2013
BY: [illegible]

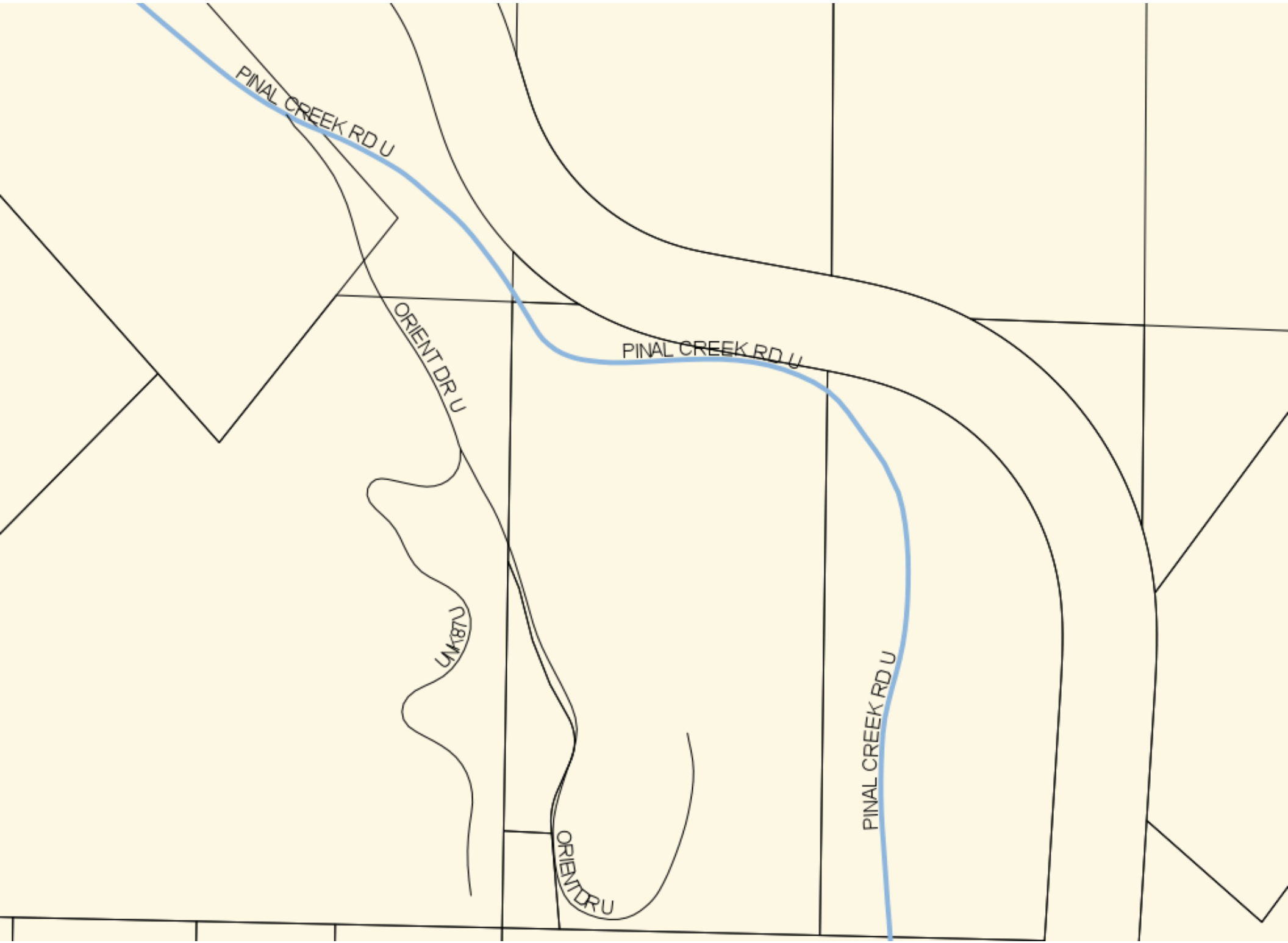
Policy # ENG03-04

PETITION
TO ESTABLISH A COUNTRY DIRT ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Country Dirt Road in the county. The beginning of the proposed road is Dinal Ark Rd. The end of the proposed road is Orient Dr. The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
Aug 12	Christine Kimble	213 Orient Drive	All year
Aug 12	Shane Roberts	252 Orient Dr	All year
Aug 12	[illegible]	252 Orient Dr	All year
Aug 12	[illegible]	~~252 Orient Dr~~	All year
Aug 12	Ella Rose Roberts	252 Orient Dr	All year
Aug 12	Courtney Albertsen	258 S Orient Dr	All year
Aug 12	RICHARD ALBERTSEN	258 S. Orient Dr	ALL YEAR
Aug 12	Samantha Keller	258 S. Orient Dr	All year
8-12-13	[illegible] Keller	258 S. Orient Dr	All Permanent
8-12-13	Dorothy Hoag	277 Orient Dr	All year
8-12-13	Patty Hoag	277 Orient Dr	All year
8-12-13	[illegible]	285 Orient Dr.	All year
8-13-13	Loyd Rayburn	281 South Orient Dr	All year
8-13-13	Patrick Rayburn	281 South Orient Dr.	All Year
8.13.13	[illegible]	281 South Orient Dr.	All year

SUBMITTED BY: Gina Rayburn
Phone No. 928-812-1372
CONTACT PERSON: Patrick Fernandez
Phone No. 928-812-0528


PINAL CREEK RD U
ORIENT DR U
PINAL CREEK RD U
UNK87U
ORIENT DR U
PINAL CREEK RD U

GILA COUNTY
DIVISION OF PUBLIC WORKS

DIVISION POLICY or PROCEDURE

Title: Guidelines to Country Dirt Roads	**Effective Date:** 10/07/03 **Revised:** 12/14/04 05/24/07	**Department:** Engineering
Purpose: To establish a uniform countywide policy pertaining to the designation and maintenance of "Country Dirt Roads"; to help clarify which roads are designated as Country Dirt Roads, what guidelines are to be used in selection of these roads, and the signing requirements mandated for such roads.	**Authorized Signature:** Steve Stratton, Director of Public Works Bryan Chambers, Chief Deputy County Attorney	

Policy Statement:

Country Dirt Roads

The Gila County Board of Supervisors has adopted policy and procedures guidelines for accepting certain roads in Gila County that meet the criteria establishing them as a Country Dirt Road. The purpose for these guidelines is to establish a uniform countywide policy pertaining to the designation and maintenance of "Country Dirt Roads".

The Gila County Board of Supervisors has the authority to classify public roads within its jurisdiction as "Country Dirt Roads". Only public roads opened after June 13, 1975 but prior to July 2, 2002, and are not built in accordance to county standards can be classified as Country Dirt Roads. The county will sign these Country Dirt Roads in a way that lets the public know that the roads are not maintained on a regularly scheduled basis.

1. BACKGROUND:

The Gila County Board of Supervisors has the authority to classify public roads within its jurisdiction as "Country Dirt Roads". Only public roads opened after June 13, 1975, but prior to July 2, 2002, and not built in accordance with current county standards can be classified as Country Dirt Roads. Gila County will sign these Country Dirt Roads in a way that lets the public know these roads are not maintained on a regularly scheduled basis.

2. AUTHORITY:

Gila County is adopting this policy pursuant to the authority granted to the County in ARS 28-6701 et. seq. regarding the designation of roads as "Country Dirt Road."

3. PROCEDURES:

ROAD ELIGIBILITY

Country Dirt Road classification shall apply to public roads meeting **all** of the following criteria.

1. Were opened after June 13, 1975 but prior to July 2, 2002. Not withstanding this requirement a road opened after July 2, 2002 may be accepted as a Country Dirt road if:

    A. It meets all other Country Dirt Road requirements;
    B. Property owners dedicate adequate public roadway easements to Gila County in exchange for an existing Gila County public roadway

easement; and

C. The proposed Country Dirt Road is built to meet or exceed the condition of the existing public road it will replace.

2. Were not constructed in accordance with current county paved road standards.

3. Are Not State or Federal Highways, or designated as Primitive Roads.

4. Shall have adequate public easements granted to Gila County.

5. Shall be in a condition that County forces can maintain with minimal cost and risk. The County will not be responsible for damage to private utilities in the roadway.

6. Country Dirt Roads can not be paved unless improved to current county paved road standards.

7. Country Dirt Roads must have average daily traffic (ADT) count of less than 75 vehicles.

8. Country Dirt Roads can have no gates and must remain open to the public at all times.

9. Country Dirt Roads must have a single lane width of at least 12 feet with passing opportunities where practicable.

10. Property owners must dedicate adequate public roadway easements to Gila County.

PREDOMINANT TRAFFIC TYPES:

Dispersed recreation, local access, government, farm or ranch, administrative.

SURFACE TYPES:

Native material, or unimproved dirt roads; paved roads are not eligible for Country Dirt Road designation.

CROSS SECTION CHARACTERISTICS:

1. Does not conform to current county paved road standards.

2. May have inconsistent width; however roads must have minimum widths to safely operate equipment for the purpose of maintenance.

3. Surface can vary from native material to unimproved dirt roads. Surface must be in a maintainable state when designated by the County as a Country Dirt Road.

4. County forces will basically maintain existing roadway and drainage conditions.

SIGNING REQUIREMENTS:

The County shall place signs that state "**Country Dirt Road, Caution, Use at Your Own Risk. This Surface Is Not Regularly Maintained"** on roads that are accepted by the County for designation as Country Dirt Road in locations adequate to warn the public.

Signing shall be installed at the beginnings of a designated "Country Dirt Road".

COUNTRY DIRT ROADS MAINTENANCE PROCEDURES:

1. The Road Maintenance Superintendent or his designee will be primarily responsible for determining the maintenance of Country Dirt Roads, according to these Gila County Policy/Procedure Guidelines.

2. Roads that are designated as Country Dirt Roads will receive maintenance, at a schedule not to exceed three times per fiscal year.

3. All driveway, culvert cleaning and installation will remain the responsibility of the homeowner/s.

4. County forces may expend minimal funds, as budget allows, to maintain Country Dirt Roads.

5. Drainage problems that occur will only be addressed as outlined herein.

6. No Country Dirt Road will be brought up to county standards using public funds or County forces.

COUNTRY DIRT ROADS DRAINAGE MAINTENANCE PROCEDURES:

Drainage ditches may be cut as part of the maintenance activity. Other drainage issues may be addressed at the discretion of County staff based on the availability of staff, and engineering, labor and equipment costs, but only if the property owner/s agrees in writing to pay for materials. Limited drainage projects may occur on these roads with the property owner paying for any material i.e. culverts, cattle guards, etc.

28-7214. EXTINGUISHMENT OF EASEMENTS

If this state or a city, town or county does not own title to a roadway but holds right-of-way easements, the easements may be extinguished by the governing body's resolution.

If Gila County extinguishes an easement within two years after creation and a request for extinguishment comes from owner(s) of easement the owner or owners requesting extinguishment shall reimburse Gila County any and all costs associated with maintenance of said easement from time of acceptance until

extinguishment. All requests for extinguishment shall be in writing and directed to the Director of Public Works.

EXHIBITS:

Exhibit "A" is the Country Dirt Road Designation Application Guidelines.
Petition to establish Country Dirt Road

Exhibit "A"

Country Dirt Road Designation Application Guidelines

The following items shall accompany any request by the public to designate a road as a Country Dirt Road prior to consideration by the Board of Supervisors. These items will be submitted to the Public Works Division for review.

1) An application letter and Petition outlining the request for the road to be designated as a County maintained Country Dirt Road.

2) Documentation that the road was opened after June 13, 1975, but prior to July 2, 2002.

3) A map showing existing location of the road and all properties that it traverses will be provided by Gila County Public Works Division.

4) An easement dedicating the roadway to the public shall be signed by all affected property owners on a form provided by Gila County Public Works Division.

5) After review of items 1 through 4 above the Public Works Division will prepare a recommendation for action to the Board of Supervisors.

6) A Country Dirt Road may be established by presentation of a petition that is signed by ten (10) or more resident taxpayers of the county to the board of supervisors that request a Country Dirt Road be established and that gives the Country Dirt Road beginning, end, general course and direction. The board of supervisors may either reject the petition or act on the petition as prescribed by this article.

PETITION
TO ESTABLISH A COUNTRY DIRT ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Country Dirt Road in the county. The beginning of the proposed road is _____. The end of the proposed road is _____. The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR

ARF-2099 **Regular Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Steve Sanders, Public Works Division Deputy Director, Public Works Division
Department:	Public Works Division	Division:	Engineering

Information

Request/Subject

Adoption of Resolution No. 13-10-01 regarding Vertical Heights Road

Background Information

During a heavy rainfall event in January of 2010, a portion of a County maintained gravel surface road; Vertical Heights, was subjected to extensive erosion of the existing roadway fill zone (to the north of the roadway centerline). This erosive condition resulted in slope and/or toe failure of the roadway embankment and a full lane width portion of the roadway was lost. The previous two-lane gravel surface roadway is now reduced to a single lane that serves a portion of the area north of Globe with no secondary access into the area available. The width of the failure envelope is approximately 150 feet longitudinal with the roadway alignment and nearly 30 feet to the north of the edge of the previous roadway.

Estimated repair to the road failure is in excess of $350,000. Gila County applied to the Arizona Department of Emergency Management(ADEM) for hazard mitigation funds but was unsuccessful in obtaining funding for the repairs.

Evaluation

With limited funding to repair the road other options were explored. One of the options was to shift the road away from the fill area to a cut area. To facilitate this option, additional property needed to be acquired. The property owner adjacent to the road was contacted and discussions begin in an attempt to acquire additional right-of-way.

Conclusion

The property owner agreed to deed a parcel of land approximately 0.4 acres in size adjacent to the failed roadway to the County. With this additional land the County can shift the location of the road away from the failure and maintain two-way traffic in a safe manner for the traveling public.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 13-10-01

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-10-01 accepting Vertical Heights Road as described in Fee No. 2013-010349, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve (Steve Sanders)**

Attachments

Resolution 13-10-01
Quit Claim Deed

RESOLUTION NO. 13-10-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING A ROADWAY DEED FOR VERTICAL HEIGHTS ROAD AS DESCRIBED IN FEE NO. 2013-010349, GILA COUNTY RECORDS, AS A PUBLIC ROAD AND TO BE MAINTAINED AS A PUBLIC ROADWAY IN THE GILA COUNTY MAINTAINED ROADWAY SYSTEM

WHEREAS, in accordance with the provisions of A.R.S. §28-6705 the Gila County Board of Supervisors may spend public monies for maintenance of public roads other than highways; and,

WHEREAS, said Board of Supervisors acknowledges that this road was laid out, opened and constructed without cost to the County.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that a roadway deed for Vertical Heights Road as described in Fee No. 2013-010349, Gila County Records be accepted into the Gila County Maintained Roadway System and maintained as a public roadway.

PASSED AND ADOPTED this 1st day of October 2013.

Attest:

_____
Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman of the Board

Approved as to form:

_____
Bryan Chambers
Deputy Attorney Principal

2013-010349 QCD Page: 1 of 2
08/29/2013 02:48:03 PM Receipt #: 13-6806
Rec Fee: $0 Gila County Engineering Services
Gila County, Az, Sadie Jo Tomerlin, Recorder

When recorded return to:
Gila County Engineering Services
745 N. Rose Mofford Way
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **MILOVAN RADANOVICH, As Trustee of THE MILOVAN RADANOVICH REVOCABLE LIVING TRUST dated December 20, 2005**, does hereby release, remise, and forever quitclaim unto **GILA COUNTY, a BODY POLITIC**, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 29th day of AUGUST 2013

Milovan Radanovich
MILOVAN RADANOVICH
Trustee of the Milovan Radanovich Revocable Living Trust dated December 20, 2005.

Beneficiary Disclosure:
ANDREA MARE RADANOVICH CHANDLER, AZ
MICHELLE ELLEN DALHOLIN CHANDLER, AZ
MICHAEL RADANOVICH GLOBE, AZ

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this 29th day of August, 2013, before me, the undersigned Notary Public, personally appeared **Milovan Radanovich**, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

Shannon Boyer
Notary Public

My Commission Expires: 4-13-15

OFFICIAL SEAL
SHANNON BOYER
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 13, 2015

Unofficial Copy

2013-010349 QCD Page: 2 of 2
08/29/2013 02:48:03 PM Receipt #: 13-6806
Rec Fee: $0 Gila County Engineering Services
Gila County, Az, Sadie Jo Tomerlin, Recorder

Exhibit A

LEGAL DESCRIPTION

Gila County Public Works
Job No. GC2013-07 (Radanovich)

August 19, 2013
Page 1 of 1

A parcel of land situate in the Southeast quarter of the Southwest quarter of Section 15, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said parcel of land being a portion of that property described in Document Identification No. 2005-023843, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Commencing at a 1" square head steel bolt marking the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 15 from which the ½" pipe with tag stamped LS 5703 marking the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 15 bears South 89°12'48" West a distance of 1318.85 feet;

THENCE South 89°12'48" West a distance of 659.35 feet;

THENCE South 80°34'50" East a distance of 225.75 feet;

THENCE North 89°12'48" East a distance of 200.00 feet;

THENCE North 79°38'25" East a distance of 240.52 feet to the POINT OF BEGINNING, having an area of 0.395 acres, more or less.

Unofficial Copy

ARF-2102 **Regular Agenda Item 3. F.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Jeffrey Hessenius, Finance Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Finance Department		
Fiscal Year:	2013-2014	Budgeted?:	No
Contract Dates Begin & End:	4-30-12 to 12-19-12	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approval of Amendment No. 2 to Contract No. 111311-1 with Carson Construction Co., Inc.

Background Information

On April 3, 2012, Gila County entered into a contract with Carson Construction Co., Inc. for the roadway improvement and waterline upgrade of Pine Creek Canyon Road. The contract was issued through the County's formal bid process. Gila County requested proposals for this work and signed a contract with the lowest qualified bidder, Carson Construction Co., Inc.

The contract was issued in the amount of $1,443,880.21. Included in the $1,443,880.21 contract amount is $283,590.53 for the Pine Strawberry Water Improvement District (PSWID) waterline upgrade. PSWID wanted to upgrade their waterlines in the area and add fire hydrants to help protect the residents in case of fire. Gila County entered into an Intergovernmental Agreement (IGA) with PSWID on February 7, 2012, that stated PSWID would pay for the waterline improvements and Gila County would bid and administer the PSWID work, as part of the overall Pine Creek Road Reconstruction project. PSWID submitted payment to Public Works on May 1, 2012, per the terms of the IGA.

The low waterline bid of $283,590.53, was from Carson Construction Co., Inc., but was in excess of the budgeted amount for the waterline. PSWID worked with Carson Construction Co., Inc. to change the type of pipe used for the waterline, resulting in a savings of $60,000, for a new total PSWID waterline improvement amount of $223,590.53. Amendment No. 1 was executed on April 3, 2012, reducing the Carson Construction Co., Inc. contract amount by $60,000, for a new total contract amount of $1,383,880.21.

The project is now complete and Carson Construction Co., Inc. has submitted a final pay application. Pay Application No. 8 includes a cost overrun of 2.98% which equates to an additional $41,296.97. The overrun is due to changes made during construction or due to additional work requested during construction. A Change Order Detail cost analysis is attached. The final contract amount is now $1,425,177.18. Additionally, there is a balance of $8,783.30 in the waterline fund that needs to be returned to PSWID, per the IGA dated February 7, 2012.

The following documents are attached to this Agenda Quick item; Gila County Request for Invitation for Bids-Pine Creek Canyon Road Reconstruction Project-Bid Call 111311-1; Gila County Contract No. 111311-1 with Carson Construction Co., Inc.; Intergovernmental Agreement with Pine Strawberry Water Improvement District; a copy of Amendment No. 1 with Carson Construction Co., Inc.; Amendment No. 2 with Carson Construction Co., Inc. for the total cost overrun; Recap of Charges and Payments for Road Waterline; Carson Construction Co., Inc. Pay Application No. 8; Change Order Detail; and a copy of executed Change Orders #1 through #23.

Evaluation

The changes were a necessary part of the project and could not be anticipated prior to construction. All changes are listed on the attachment entitled Change Order Detail.

Conclusion

It is in the best interest of everyone involved to approve Amendment No. 2 with Carson Construction Co., Inc., in the amount of $41,296.97 to Contract No. 111311-1 to pay the Contractor and return $8,783.30 to the Pine Strawberry Water Improvement District per the terms of the Intergovernmental Agreement with Pine Strawberry Water Improvement District.

Recommendation

The Gila County Public Works Director recommends approval of Amendment No. 2 to Contract No. 111311-1 with Carson Construction Co., Inc., to increase the contract by $41,296.97 for a final total contract amount of $1,425,177.18, for the work performed on the Pine Creek Canyon Road Reconstruction project, and to release funds in the amount of $8,783.30 to the Pine Strawberry Water Improvement District.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to Contract No. 111311-1 between Gila County and Carson Construction Co., Inc. to increase the contract amount by $41,296.97 for cost overruns, for a total contract amount of $1,425,177.18 for work performed on the Pine Creek Canyon Road Reconstruction Project, and to release funds to the Pine Strawberry Water Improvement District in the amount of $8,783.30.

(Steve Sanders)

Attachments

Gila County Request for Invitation for Bids Pine Creek Canyon Road Reconstruction Project Bid Call 111311-1

Gila County Contract No. 111311-1 with Carson Construction Co., Inc.

Intergovernmental Agreement with Pine Strawberry Water Improvement District
Amendment No. 1 with Carson Construction Co., Inc.
Amendment No. 2 with Carson Construction Co., Inc.
Recap of Charges and Payments for Road Waterline
Carson Construction Co., Inc. Pay Application No. 8
Change Order Detail
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GILA COUNTY
REQUEST FOR INVITATION FOR BIDS

PINE CREEK CANYON ROAD
RECONSTRUCTION PROJECT

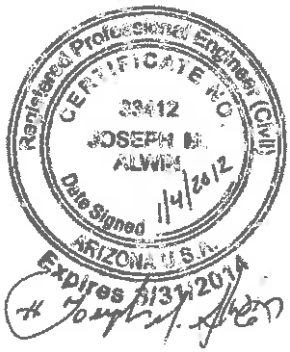
BID CALL 111311-1

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



JANUARY 2012

GILA COUNTY
REQUEST FOR INVITATION FOR BIDS

PINE CREEK CANYON ROAD
RECONSTRUCTION PROJECT

PINE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BID NO. 111311-1

C.L. Williams Consulting, Incorporated
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

SECTION 0I

INVITATION FOR BIDS

IFB-1

INVITATION FOR BIDS
BID CALL NO. 111311-1

Sealed bids will be received by **Gila County Procurement, 1400 East Ash St., Globe, AZ 85501,** until **11:00 A.M. (AZ Time), Thursday, March 1st, 2012** for the **PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA, BID NO. 111311-1** in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 11:00 AM. The Bids will be publicly opened and read aloud at 11:00 AM, Arizona time, at the location above, 2nd floor, Board Conference Room #257.**

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

There is a mandatory site walk through scheduled for 10:00 A.M. (AZ Time), Friday, January 27th, 2012. Meeting shall be held at the Pine Community Center, Cultural Hall, Highway 87 , Pine, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, GILA COUNTY, ARIZONA BID CALL NO. 111311-1".** All Bids shall be mailed or delivered to the **Gila County Procurement, 1400 East Ash St., Globe, AZ 85501.** Gila County Procurement and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. Prevailing clock shall be the atomic clock in the Purchasing office.

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

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

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

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

Dates advertised in Arizona Silver Belt: **January 18th and 25th, 2012**

Signed: _____ Date: 1/10/12
Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Signed: _____ Date: 1/10/12
Tommie C. Martin, Chairman, Board of Supervisors

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SECTION 01

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, **all with original signatures,** must accompany the bidders proposal:

   - Bid Proposal (pages P-1 to P-3)
   - Qualification & Certification Form (pages QC-1 to QC-2)
   - Reference List (RL1)
   - Bid Schedule (pages BS-1 to BS-6)
   - Surety (Bid) Bond (page BB-1)
   - Affidavit of Non-Collusion (page ANC-1)
   - Subcontracting Certification (page SC-1)
   - Check List & Addenda Acknowledgment (CK-1)
   - Contract (C1-C7)
   - IRS W-9 Form (W-9)

   Failure to include all required documents, all with original signatures, may invalidate the bid. Prices shall include all applicable taxes.

2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked **"Bid No. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT"**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Thursday, March 1st, 2012, 11:00 a.m.** on the date specified herein, to the Gila County Procurement, 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 11:00 A.M. AZ Time, Thursday, March 1st, 2012. Bids will be opened at 11:00 A.M., Thursday, March 1st, 2012.**

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Plans and Specifications** -Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of $20 per set, and $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

6. **Arizona Contractor's License** -**Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors.**

7. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. This will be the only time, until bid award, this information will be revealed.

8. **Mandatory Pre-Bid Walk Through**
There is a mandatory site walk through scheduled for **10:00 A.M. (AZ Time), Friday, January 27th, 2012**. Meeting shall be held at the Pine Community Center, Cultural Hall, Highway 87 , Pine, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.

9. **Request for Clarifications**
Requests for clarification shall be made to Ms. Valrie Bejarano (vbejarano@co.gila.az.us) in writing (phone: 928-402-8612 fax: 928-425-8104) submitted no later than **Friday, February 3rd, 2012 at 12:00 Noon.** A response will be issued to all plan holders no later than **Friday, February 10th, 2012 at 2:00 P.M.**

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-00 M.A.G. Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

10-01 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon.

10-02 ADOT. Arizona Department of Transportation

10-03 ADOT STANDARD SPECIFICATIONS. "Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Revised Edition 2000", and all revisions.

10-04 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-05 ASTM. The American Society for Testing and Materials.

10-05a AASHTO. The American Association of State Highway and Transportation Officials.

10-06 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-07 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-08 BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

10-09 CALENDAR DAY. Every day shown on the calendar.

10-09a CERTIFIED FLAGGER. An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

10-10 CHANGE ORDER. A written order by the Engineer or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-11 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

10-12 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

10-13 CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-14 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-15 CONTRACTOR'S ENGINEER. The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

10-15a DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

10-16 ENGINEER. See OWNER.

10-17 EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-18 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-19 INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-20 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-21 LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

10-22 LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

10-23 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

10-24 MATERIALS. Any substance specified for use in the construction of the contract work.

10-24a MUTCD. The *Manual on Uniform Traffic Control Devices for Streets and Highways*, U.S. Department of Transportation, Federal Highway Administration, Millennium Edition, with current revisions.

10-25 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-26 OWNER (SPONSOR). The term Owner shall mean the party of the first part or the contracting agency signatory to the contract.

10-27 OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The Owner's Engineer is:

C.L. Williams Consulting Inc.
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

Contacts: Joseph M. Alwin, P.E. (joe@clwilliams.net)

10-28 PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

10-29 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-30 PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-31 PROJECT. The agreed scope of work for accomplishing specific tasks.

10-32 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-33 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner.

10-34 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-35 STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

10-36 SUBGRADE. The soil that forms the pavement foundation.

10-37 SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

10-38 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

10-39 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-40 WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-41 WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

10-42 WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours as 10-43.

10-43 OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined under 10-42. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

10-44 OVERTIME PAY. Any and all pay resulting from overtime hours worked.

10-45 OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

10-46 SUBSTANTIAL COMPLETION. See the ADOT Standard Specification Section 105.19

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal..

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
(c) Contractor default under previous contracts with the Owner.
(d) Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies all with original signatures shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

(a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 PROPOSAL GUARANTY. Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.
(d) Failure to submit all required official bid forms.

20-14 PROTESTS. Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

(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 E. Ash Street, Globe, Arizona 85501

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

(a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20-08.
(b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

30-09 DISPUTE & RESOLUTION.

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2.* In addition to proceeding in accordance with *Subsection 104.2,* the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution.*

- **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.*

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

- **Dispute Review Board:** If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90-04.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10-38.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

40-06 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

(a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
(b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
(c) Use such material for his own temporary construction on site; or,
(d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner's Engineer.

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE OWNER'S ENGINEER. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Contractor's Engineer, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. Any question raised relative to the accuracy of construction shall not be raised unless all survey stakes remain intact. Should such stakes not be present and verified as to their origin, no claim for addition compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at this own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two years thereafter.

50-18 CONSTRUCTION SCHEDULE. Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a bi-weekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

50-19 NEGOTIATIONS. It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

(a) Competence and responsibility of Bidder.
(b) Qualifications and experience of Bidder.
(c) Past performance of Bidder.
(d) Conformity with bidding requirements and general considerations.
(e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

(a) Any response to a request for clarification of a bid shall be in writing.
(b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.

(b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

(b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

SECTION 60

CONTROL OF MATERIAL

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Owner's option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

It shall be the responsibility of the Contractor to provide sources of aggregates to complete the work specified in the specifications and on the plans. The Contractor shall so inform the Owner of the location of his proposed sources in sufficient time to allow for the necessary preliminary sampling and testing. The Owner shall sample the aggregate source(s) and test those samples to determine the source's suitability for use, based upon the specifications of the Contract. Any materials information provided by the Owner shall not be considered as a part of the contract, and should be used at the discretion of each prospective contractor in formulating his bids and plan of operation.

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested and certified by the Owner before incorporation in the work. Any work in which untested materials are used without approved or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ADOT, AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner; samples will be taken by a qualified representative of the Owner.

All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

60-03 CERTIFICATION OF COMPLIANCE. The Owner' may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

(a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
(b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Owner or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

(a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

(b) The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

(c) If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. The Owner's field office and laboratory shall be the responsibility of the Contractor or his authorized representative as determined by need by the Owner.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

SECTION 70

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

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

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

A. Preparatory work on the subgrade by the Owner.

Except as provided above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner's Engineer.

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner's Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least twenty-four (24) hours in advance of the next meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Accident/Injury Procedure: Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

Unsafe Acts: Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

Safety Audits: The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Contractor's Engineer and the Owner's Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County, and the Pinal Creek Group and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner's Engineer of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed $500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: **$2,000,000 Combined Single Limit of Liability per Occurrence.**

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: **$2,000,000 Combined Single Limit of Liability per Occurrence.**

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the

work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his plans of operations. Such notification shall be in writing and addressed to Blue Stake and the respective utility as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04. A copy of each notification shall be given to the Owner's Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep Blue Stake and such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

The Contractor shall furnish a written summary of the notification to the Owner's Engineer. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner's Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner's Engineer within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner's Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner's Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way, permanent easements and temporary construction easements upon which the work is to be constructed in advance of the Contractor's operations.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of this contract for this project.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner's Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner's Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner's Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner's Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner's Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner's Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME (10-13) based on WORKING DAYS (10-41) shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS (10-10) or SUPPLEMENTAL AGREEMENTS (10-38) covering EXTRA WORK (40-04).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50-15.

(5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20-05.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) CONTRACT TIME (10-13) based on CALENDAR DAYS (10-09) shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Contractor's Engineer, certified and furnished to the Owner's Engineer and verified by the Owner or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner's Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as pipe culverts, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other methods acceptable to the Owner's Engineer, will be used.

Areas of materials paid for by area shall be measured using the centerline length of the facility multiplied by the lesser of the average actual or plan dimensions perpendicular to centerline. Actual width shall be measured at random locations along the length of the project, with an average of two measurements per station. Volumes of materials in place shall be determined by multiplying the area by the lesser of the plan or actual average thickness of the material. Materials in a structural section such as aggregate base shall be not less than the specified thickness.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pound avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Owner's Engineer.

If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty at least twice daily at such times as the Owner's Engineer directs, and each truck shall bear a plainly legible identification mark. Such empty weights shall be recorded with the time and truck identification on a Tare Sheet. Copies of each days Tare Sheets and the current scale certification shall be furnished to the Owner's Engineer with the pay request.

Materials **SHALL NOT** be measured by volume in the hauling vehicle unless approved in writing in advance by the Owner's Engineer.

When requested by the Contractor and approved by the Owner's Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner's Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F. or will be corrected to the volume at 60 degrees F. using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement, fly ash and lime will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. Contractor shall furnish a fee schedule to the Owner's Engineer at the preconstruction conference for all professional service lump sum items such as construction surveying and materials testing.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner's Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales. Scales shall be accurate within one-half per cent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one per cent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard fifty-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one per cent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales: for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner's Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70-17.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40-02 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40-03, the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40-04, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) Labor. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

(b) Insurance and Taxes. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.

(c) Materials. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.

(d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".

(e) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(f) Comparison of Records. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.

(g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
(2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
(3) Quantities of material, prices, and extensions.
(4) Transportation of materials.
(5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

90-06 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50-16.

Measurement & Payment continued...

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50-16 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SPECIAL PROVISIONS

SP-1 TO SP-7

SPECIAL PROVISIONS

PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

1. PROPOSED WORK

The work consists of clearing and grubbing, removal of existing structures (e.g., asphaltic pavement, drainage pipe, guardrail,...etc.) interfering with the work, installation of miscellaneous concrete items, keystone walls, corrugated metal pipe, guardrail, dumped rock riprap, asphaltic concrete pavement, aggregate base course and other work as shown within the plans.

2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction, Edition of 2008,
- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,
- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.
- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

3. POINTS AND INSTRUCTION AND AS-BUILTS

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

4. CONSTRUCTION LIMITS

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

5. OPERATION AND TRAFFIC CONTROL PLANS

The Contractor shall submit to the Owner for approval his proposed sequence of operations and a compatible method of maintaining traffic as described in ADOT Section 107 of the Standard Specifications and the Technical Provisions. The Contractor shall submit to the Owner a Traffic Control Plan sealed by an Arizona registered Professional Civil Engineer. The proposal and plan shall be submitted at the preconstruction conference. The Owner shall notify the Contractor of any required changes to the proposal/plan and the Contractor shall address any and all revisions. The Contractor shall be aware that the only available detour route permitted to be used during construction is Cedar Meadow Lane.

6. QUALITY CONTROL PLAN

The Owner shall be responsible for Quality Control. The Contractor shall provide access to all parts of the work and material sources for the Owner obtain all necessary sampling and testing and shall schedule all required testing with the Owner. The Owner shall have the right, at any stage of the operations, to reject any and all work and material that, in his/her opinion, do not meet the requirements of the specifications.

The Contractor shall be responsible for coordination and scheduling of all required sampling with the Owner's Quality Control representative and/or company. The Owner shall provide to the Contractor with all necessary contact information.

7. SAMPLING AND TESTING

All testing and sampling as specified herein shall be performed by a geotechnical laboratory. Unless otherwise specified, the cost of the laboratory testing, heavy equipment rental and labor incident to practical tests specified shall be at the Owner's expense.

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

8. MEASUREMENT AND PAYMENT

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
B. Removal, salvage and/or re-installation of existing fence lines.
C. Sampling, testing, certification, and other quality control actions.
D. Disposal of surplus, waste or non-salvageable materials.
E. Grading of drainage ditches and drainage excavation not called out on the plans.
F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.

G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Engineer or the Owner shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

9. HAUL ROUTE

The Contractor is to submit haul routes to the Owner for approval.

10. DUST CONTROL

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

11. TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements will be obtained by the Owner prior to construction. The Contractor shall be responsible for returning any disturbed areas, not shown as an improvement or change within the plans, to original condition after work has been completed or as otherwise agreed upon with the landowner. No additional cost for this work will be made to the Contractor, the cost being part of the unit cost of construction for the project.

12. OWNER'S FIELD OFFICE

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

13. BLASTING NOTIFICATION

Blasting shall not be permitted within any portion of the project at any time.

14. CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that conflict with the proposed work. The Contractor is not responsible for resolving these conflicts. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. A list of all known utility owner contact names and phone numbers is shown within the plans.

The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along, near and crossing roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

15. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated or approved by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.

16. KEYSTONE WALLS

The Contractor shall be responsible for the design of all Keystone Wall systems shown within the project. The Contractor shall submit all necessary documentation to the Gila County Public Works Director for review and approval prior to construction of said item. The block type shall be Compact II and color shall be "brown".

18. WATERLINE CONSTRUCTION

Waterline construction and all requirements shall be as shown within the plans, specifications and requirements prepared by Verde Engineering Group, PLLC.

TECHNICAL SPECIFICATIONS

T-1 TO T-7

TECHNICAL SPECIFICATIONS

PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT
PINE, ARIZONA

109 FORCE ACCOUNT WORK

Force Account Work shall be in accordance with Section 109 of the ADOT Standard Specifications unless modified herein.

201 CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-1 Description: the first paragraph is revised to read:

The work under this section shall consist of removing and disposing of all vegetation, rubbish, trees, debris and other objectionable matter only from those areas required to install the proposed work unless otherwise shown on the plans or specified in the Special Provisions.

201-2 Removal of Disposal Materials: the first paragraph is revised to read:

All materials removed in clearing and grubbing shall be disposed of in locations subject to the OWNER's approval prior to said disposal. Disposal of materials within the project right-of-way or within the project limits is not permitted.

201-4 Method of Measurement: is revised to read:

No measurement shall be made for Clearing and Grubbing.

201-5 Method of Payment: first paragraph is revised to read:

The accepted quantities of clearing and grubbing, including all necessary trees, the cost thereof shall be as shown within the bid proposal.

202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

203 EARTHWORK

Earthwork shall be in accordance with Section 203 of the ADOT Standard Specifications unless modified herein.

209 FURNISH WATER:

Furnish Water shall be done in accordance with Section 209 of the ADOT Standard Specifications unless modified herein.

209-1 Description: add the following paragraph.

Water shall be free of contaminants that in the opinion of the Owner or Owner's Engineer constitute a health hazard.

206-4 Method of Measurement: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

206-5 Basis of Payment: is revised to read:

No measurement or payment will be made for furnish water, the cost being considered as included in the cost of other contract items.

211 FILL CONSTRUCTION

Fill Construction shall be in accordance with Section 211 of the MAG Standard Specifications unless modified herein or stated within the plans.

301 SUBGRADE PREPARATION

Subgrade Preparation shall be in accordance with Section 301 of the MAG Standard Specifications unless modified herein or stated within the plans.

303 AGGREGATE SUBBASES AND AGGREGATE BASES

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

321 ASPHALT CONCRETE PAVEMENT

Asphaltic Concrete Pavement shall be in accordance with Section 321 of the MAG Standard Specifications unless modified herein. The pavement structural section (upper section) shall require two separate 2-inch lifts (i.e., layers).

340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

Concrete curb, gutter, sidewalk, sidewalk ramps, driveway and alley entrances shall be in accordance with Section 340 of the MAG Standard Specifications unless modified herein.

340-2 Materials: of the Standard Specifications add the following:

All concrete shall be color tinted using Davis-Color /mix ready/ dry/ color group standard/ San Diego Buff # 5237 mixed at 4 lbs per yard excluding concrete driveways when the existing color is standard concrete.

405 MONUMENTS

Monuments shall be in accordance with Section 405 of the MAG Standard Specifications, except as modified herein or within the plans.

607 ROADSIDE SIGN SUPPORTS

Roadside Sign Supports shall be in accordance with Section 607 of the ADOT Standard Specifications unless modified herein.

608 SIGN PANELS

Sign Panels shall be in accordance with Section 608 of the ADOT Standard Specifications unless modified herein. Unless otherwise noted within the plans all sheeting shall be per ADOT Traffic Engineering PGP, Section 380, latest edition.

621 CORRUGATED METAL PIPE AND ARCHES

Corrugated Metal Pipe and Arches shall be in accordance with Section 621 of the MAG Standard Specifications unless modified herein.

701 MAINTENANCE AND PROTECTION OF TRAFFIC

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-3.08 Changeable Message Board: the first sentence of the first paragraph is revised to read:

The Contractor shall furnish two message boards to be placed in a location(s) as designated by the Owner prior to construction and relocated during construction as required by the Owner.

708 PAINTED PAVEMENT MARKINGS

Painted Pavement Markings shall be in accordance with Section 708 of the ADOT Standard Specifications unless modified herein.

760 COATING CORRUGATED METAL PIPE AND ARCHES

Coating Corrugated Metal Pipe and Arches shall be in accordance with Section 760 of the MAG Standard Specifications unless modified herein.

760-1 General: the last sentence is revised to read:

The size and type of the pipe to be furnished shall be as specified on the project plans. The thickness of all pipe, unless otherwise states within the project plans, shall be 0.064 inches.

810 EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)

An Erosion Control and Pollution Prevention Plan shall be required for this project as the estimated disturbed area is equal to or greater than 43,560 square feet.

Erosion Control shall be in accordance with Section 810, Erosion Control and Pollution Prevention, of the ADOT Standard Specifications, unless modified herein and shall be known as SWPPP herein.

810-1 Description: is revised to read:

The Contractor is required to prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) and an Arizona Pollutant Discharge Elimination System (AzPDES) permit to the Arizona Department of Environmental Quality and provide the Owner with a copy of all correspondence demonstrating that all requirements and approval to begin the work has been met.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Engineer will immediately notify the Contractor of such non-compliance.

810-2.03 Riprap and Rock Mulch: is revised to read:

Rock check dams or similar methods using rock rip rap or rock mulch shall not be used for erosion control methods on this project. The Contractor shall employ the methods as described within Section 810-2.02 of the ADOT Standard Specifications.

810-4 Method of Measurement: is revised to read:

No measurement shall be made for Erosion Control and Pollution Prevention (SWPPP). The contract unit of measurement shall be lump sum.

810-5 Basis of Payment: is revised to read:

Payment for Erosion Control and Pollution Prevention (SWPPP) shall be lump sum and shall be full compensation for work necessary to complete said Erosion Control and Pollution Prevention (SWPPP) including all necessary permits, plans, and documentation.

901 MOBILIZATION

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications.

905 GUARD RAIL

Guard Rail shall be in accordance with Section 905 of the ADOT Standard Specifications.

913 BANK PROTECTION

Bank Protection shall be in accordance with Section 913 of the ADOT Standard Specifications unless modified herein.

925 CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications, except as modified herein.

925-1.01 As-Builts: add the following section:

Upon completion of the work, the Contractor shall perform an as-built survey of all portions of the work including but not limited to; pavements: centerline and edges where superelevation occurs; keystone walls: the alignment and elevation of all concrete footings for wall(s); beginning of top of wall, all changes in the footer and/or top of wall elevation change, changes in horizontal direction of the wall (i.e., angle points) and all points necessary to locate all concrete and other related work as shown within the plans (e.g., sidewalk, ramps including but not limited to changes in elevation, curbing, gutter flowline, concrete stairs, pavement, handrails...etc.), guardrail, pavement along all mainline roadways (i.e., not including private driveway features), all culvert pipe including at driveways, storm drain systems,....etc. The survey work shall be performed and certified by an Arizona registered Professional Land Surveyor. Datum of the survey shall be based on the benchmark information as shown on the Project Plans. Three (3) sets of the signed and sealed survey document shall be submitted to the Engineer for review and approval. As-built drawings shall also contain the following.

A. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

B. The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor.

Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

C. As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

925-4 Method of Measurement: is revised to read:

No measurement shall be made for Construction Survey and Layout and As-Builts. The contract unit of measurement shall be lump sum.

925-5 Basis of Payment: is revised to read:

Payment for Construction Survey and Layout and As-Builts shall be lump sum and shall be full compensation for all work necessary to complete said Construction Survey and Layout and As-builts.

Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-6
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for the **BID NO. 111311-1, PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA,** in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of Carson Construction CO Inc.,
472 E. Wickenburg Way Ste 106
Wickenburg, AZ. 85390

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work [redacted] one hundred and eighty (180) Calendar Days of the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Carson Construction Co Inc.

Corporate Address: 472 E. Wickenburg Way Ste 106 Wickenburg, AZ. 85390

Incorporated under the laws of the State of: Arizona

By (Signature): Kay F Lemons **Date:** 2/27/12

President: RUPERT G LEMONS

Secretary: KAY F. LEMONS

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Name: _____

Proposal continued...

Firm or Partnership Address:_____

By (Signature):_____ **Date:**_____

Name and Address of Each Member:_____

_____

_____

_____

_____

If by an Individual:

Signature:_____ **Date:**_____

BIDDING SCHEDULE

PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Carson Construction Co Inc.

TOTAL CONTRACT PRICE, for the sum of $ 1,443,880.21

WRITTEN TOTAL CONTRACT PRICE

One Million four hundred forty three Thousand Eight hundred Eighty **Dollars**

and Twenty one **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

BIDDING SCHEDULE

Firm Name: CARSON CONSTRUCTION CO INC

COST SUMMARY BREAK DOWN ROADWAY ITEMS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
109	Force Account Work	L.S.	1	$100,000	$100,000
201.1	Clearing and Grubbing	L.S.	1	31,202.64	31,202.64
202.1	Remove Misc. Structures and Obstructions	L.S.	1	37,482.87	37,482.87
203	Earthwork	L.S.	1	40,348.58	40,348.58
211	Fill Construction	L.S.	1	7,374.40	7,374.40
301	Subgrade Preparation	S.Y.	16,440	0.67	11,014.80
310	Aggregate Base Course - ADOT Class II	C.Y.	3,234	45.93	148,537.62
321	Asphaltic Concrete - MAG	Ton	3,693	102.82	379,714.26
340.1	Concrete Driveway	S.F.	1,762	6.70	11,805.40
340.2	Concrete Headwall, ADOT B-11.11, for Limited S.D.	EA.	1	3,116.93	3,116.93
340.3	Concrete Headwall, ADOT B-11.11, for (2) 42" CMPA	EA.	1	4,021.66	4,021.66
340.4	Concrete Wall*	S.F.	192	89.21	17,128.32
340.5	Concrete Half-Barrier, ADOT Std. Dtl., C-10.50	L.F.	96	115.21	11,060.16
340.6	Concrete Half-Barrier Transition, ADOT Std. Dtl., C-10.75	L.F.	40	111.92	4,476.80
340.7	Concrete Ribbon Curb (MAG 220-1, Type C)	L.F.	71	15.39	1,092.69
405	Survey Monument	EA.	22	158.79	3,493.38
411	Asphaltic Concrete Friction Course	Ton	385	111.43	42,900.55

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
501	Cement Treated Slurry	C.Y.	45	116.85	5,258.25
511	Keystone Wall, Compact II Block*	S.F.	1,950	19.22	37,479.00
607.1	New Sign Panel, STOP, R1-1, 36"x36"	EA.	1	419.49	419.49
607.2	New Sign Panel, STOP, R1-1, 30"x30"	EA.	5	246.10	1,230.50
607.3	New Sign Panel, HILL BLOCKS VIEW, W7-6, 30"x30"	EA.	2	273.54	547.08
607.4	New Sign Panel, 20 MPH, W13-1, 24"x18"	EA.	4	132.20	528.80
607.5	New Sign Panel, 15 MPH, W13-1, 24"x18"	EA.	1	200.79	200.79
607.6	New Sign Panel, SPEED LIMIT 25, R2-1, 24"x30"	EA.	3	212.72	638.16
607.7	New Sign Panel, winding road symbol, W1-5, 30"X30"	EA.	2	273.54	547.08
607.8	New Sign Panel, roadway turn symbol, W1-1L, 30"X30"	EA.	1	319.26	319.26
607.9	New Sign Post and Foundation - ADOT S-1 (non-slip)	EA.	15	277.67	4,165.05
621.1	Pipe, Corrugated Metal, 12"	LF	75	38.59	2,894.25
621.2	Pipe, Corrugated Metal, 15"	LF	806	36.21	29,185.26
621.3	Pipe, Corrugated Metal, 24"	LF	160	43.65	6,984.00
621.4	Pipe, Corrugated Metal, 42"	LF	88	63.79	5,613.52
621.5	Pipe, Corrugated Metal, 28"x20"	LF	199	52.80	10,507.20
621.6	Pipe, Corrugated Metal, 49"x29"	LF	48	77.06	3,698.88
621.7	Pipe, UltraFLO, 18"	LF	225	49.78	11,200.50
621.8	Flared Metal End Section, 24", ADOT Std. Dtl. C-13.25	EA.	2	297.30	594.60
708.1	Permanent Pavement Marking (Painted)(White)(4" Equiv)	LF	63	2.88	181.44

COST SUMMARY BREAK DOWN ROADWAY ITEMS *continued*

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
708.2	Permanent Pavement Marking (Painted)(Yellow)(4" Equiv)	LF	13,751	0.59	8,113.09
708.9	Maintenance and Protection of Traffic	L.S.	1	20,573.70	20,573.70
810	Erosion Control and Pollution Prevention (SWPPP)	L.S.	1	17,983.79	17,983.79
901	Mobilization	L.S.	1	7,559.15	7,559.15
903.1	Dumped Rock RipRap, D50=9"	C.Y.	800	71.98	57,584.00
903.2	Gabion Mattress	C.Y.	28	265.44	7,432.32
905.1	Guardrail	LF	13	38.69	502.97
905.2	Guardrail, End Terminal, ET-PLUS	EA.	5	3,631.01	18,155.05
905.3	Guardrail, End Anchor, ADOT Std. Dtl. C-10.08	EA.	1	867.05	867.05
925	Construction Survey and Layout and As-builts	L.S.	1	44,554.39	44,554.39
				Total Base Bid Roadway	1,160,289.68

*wall items are measured in square foot face of wall

COST SUMMARY BREAK DOWN WATERLINE ITEMS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
1	2" PVC Watermain	40	LF	6.76	270.40
2	4" PVC Watermain	30	LF	19.68	590.40
3	6" PVC Watermain	40	LF	24.73	989.20
4	8" PVC Watermain	5,032	LF	28.16	141,701.12
5	2" Tap and Valve, Box & Cover	1	EA	2,056.65	2,056.65
6	2" Valve, Box & Cover	1	EA	1,797.09	1,797.09
7	4" Valve, Box & Cover	1	EA	1,054.36	1,054.36
8	6" Valve, Box & Cover	3	EA	1,334.56	4,003.68
9	8" Valve, Box & Cover	15	EA	1,823.61	27,354.15
10	8" x 4" Tee	1	EA	484.43	484.43
11	8" x 8" Tee	3	EA	765.60	2,296.80
12	6" x 6" Tee	1	EA	447.68	447.68
13	8" x 6" Tee	3	EA	501.70	1,505.10
14	6" X 2" Reducer	1	EA	213.70	213.70
15	8" x 4" Reducer	3	EA	220.66	661.98
16	Watermain Sample Tap	6	EA	591.38	3,548.28
17	8" x 22.5° Bend	1	EA	275.19	275.19
18	8" x 90° Bend	2	EA	282.93	565.86
19	6" x 90° Bend	2	EA	222.74	445.48
20	6" Fire Hydrant Complete	9	EA	4,776.30	42,986.70

COST SUMMARY BREAK DOWN WATERLINE ITEMS *continued*

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
21	Blow-Off Valve	1	EA	1,358.98	1,358.98
22	Air Release Valve	1	EA	1,649.83	1,649.83
23	6" X 6" Tapping Sleeve and Valve, Box & Cover	1	EA	2,723.53	2,723.53
24	6" Check Valve, Box & Cover	1	EA	3,188.53	3,188.53
25	8" Check Valve, Box & Cover	1	EA	4,600.47	4,600.47
26	2" Water Service & Tap, Cap @ R/W	2	EA	1,497.88	2,995.76
27	1" Water Service & Tap, Cap @ R/W	8	EA	619.40	4,995.20
28	1" Double Water Service & Tap, Cap @ R/W	9	EA	1,022.80	9,205.20
29	Cap Watermain for Future Connection	6	EA	471.75	2,830.50
30	Connect to Existing Watermain	1	EA	490.53	490.53
31	Construction Survey	1	EA	11,406.06	11,406.06
32	QA/QC	1	EA	4,937.69	4,937.69
				Total Base Bid Waterline	283,590.53

GILA COUNTY

SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Carson Construction Company, Inc.,

as Principal, hereinafter called the Principal, and the Hanover Insurance Company,

a corporation duly organized under the laws of the State of New Hampshire,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 111311-1, PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: Bid Date: March 1, 2012

Carson Construction Company, Inc.
Principal

By Kay J. Lemond
Title Secretary

The Hanover Insurance Company
Surety

Stephanie L. Bucholz
By Attorney-in-Fact

1050 W. Washington St. #233, Tempe, AZ 85281
Address, Attorney-in-Fact
Subscribed and sworn to before me this 22nd **day of** February, **20** 12

My commission expires: November 12, 2013

Daniel L. Walsh
Notary Public
Daniel L. Walsh

OFFICIAL SEAL
DANIEL L. WALSH
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Exp. Nov. 12, 2013

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Stephanie L. Bucholz and/or Daniel L. Walsh

of **Tempe, AZ** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **9th** day of **November 2011**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **9th** day of **November 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of February 20 12.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

GILA COUNTY

QUALIFICATION AND CERTIFICATION FORMS

Purpose

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

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

Contract Number 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Carson Construction Co Inc
   472 E. Wickenburg Way Ste 106
   Wickenburg AZ 85390

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. if "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors 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 of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.

e. List the specific qualifications the Contractor has in supplying the specified services.

f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 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.

7. **Current Arizona Contractor License Number:** 115769 Class A

Kay F Lemons
Signature of Authorized Representative

Kay F. Lemons.
Printed Name

Secretary
Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Peoria
   Contact: Daniel Kiel
   Phone: 623-773-7982
   Address: 9875 N. 85th Ave 2nd Floor Peoria Az 85345

2. **Company:** Town of Wickenburg
   Contact: 928 684-5451
   Phone: Public Works Dept
   Address: 155 N. Tegner St Wickenburg Az 85390.

3. **Company:** Town of Buckeye
   Contact: Kim Schreck
   Phone: 623-349-6200
   Address: 530 E. Monroe Ave Buckeye Az 85326

4. **Company:** City of El Mirage
   Contact: Jorge Gastelum
   Phone: 623-876-2976
   Address: 12145 NW Grand Ave El Mirage Az 85335

Carr Construction Co Inc
Name of Business

Kay F. Lemon
Signature of Authorized Representative

Secretary
Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Kay F. Lemons
(Name of Individual)
being first duly sworn, deposes and says:

That he is Secretary (Title)
of Carson Construction Co Inc (Name of Business) and

That he is properly prequalified by Gila County for bidding on **BID NO. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Carson Construction Co 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.

Carson Construction Co Inc
Name of Business

Kay F. Lemons
By

Secretary
Title

OFFICIAL SEAL
JANET L. LEMONS
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires June 6, 2013

Subscribed and sworn to before me this 27 **day of** February, 20 12.

Janet L Lemons
Notary Public

My Commission expires: 6/6/13

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for **BID NO. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA,** 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 Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

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.

Carr Construction Co Inc
Name of Business

Kay J Lemons
Signature of Authorized Representative

Secretary
Title

BIDDERS CHECKLIST

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED/EXECUTED
Proposal	KZL
Bidding Schedule	KZL
Surety (Bid) Bond	KZL
Qualification & Certification Form	KZL
Reference List	KZL
Affidavit of Non-Collusion	KZL
Subcontractor Certification	KZL
Contract	KZL
Bidders Checklist & Addenda Acknowledgment	KZL

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	K.Z.L. 01/31/12	K.Z.L. 02/16/12	K.Z.L. 2/28/12	____	____

Signed and dated this 27th day of February, 2012.

Carson Construction Co Inc
CONTRACTOR:

Kay Z. Lemon
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Engineering Services and bearing the following statement on the outside of the envelope: **Proposal to Construct: PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, Gila County Arizona, Bid No. 111311-1.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501,** on or before **Thursday, March 1st, 2012, 11:00 a.m.**

GILA COUNTY
CONTRACT NO. 111311-1

THIS AGREEMENT, made and entered into this 3rd day of April, **2012**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and Carson Construction Co., Inc. of the City of Wickenburg, County of Maricopa, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR.**

WITNESSETH: That the said **Contractor**, for and in consideration of the sum to be paid him by the said **Owner**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 111311-1 PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT, PINE, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Technical Specifications; the Special Provisions; the General Provisions; all other documents. Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

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

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to**

liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

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

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

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

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds 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 VI - TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within **no later than ten (10) Days of the Notice To Proceed,** and shall be completed within the following limits:

SCHEDULE:

For construction in the contract documents, the project shall be completed within **One Hundred and Eighty (180) Days of the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$1,300.00**

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 80-09 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

In order to receive payment the Contractor shall have a current W-9 Form on file with the County unless required by law.

All invoices submitted by the Contractor shall include at least the following but not be limited to:

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

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

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 X – 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 XI – 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.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of $1,443,880.21 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for:

PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT
BID NO. 111311-1

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C Martin

Tommie C. Martin, Chairman, Board of Supervisors

CONTRACTOR:

Rupert S Lemons

Contractor Signature

Rupert G. Lemons

Print Name

Witness (If Contractor is Individual)

ATTEST:

Marian Sheppard

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

When recorded,
return to:
Marian Sheppard, BOS
(2/7/12 #3C)

2012-001432 IGA Page: 1 of 5
02/10/2012 09:34:47 AM Receipt #: 12-1158
Rec Fee: $0 Gila Co Bos
Gila County, Az; Sadie Tomerlin Dalton, Recorder

INTERGOVERNMENTAL AGREEMENT

BETWEEN
GILA COUNTY
AND
PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT (PSWID)
FOR
CONSTRUCTION IMPROVEMENTS ON AND NEAR PINE CREEK CANYON ROAD

THIS AGREEMENT is entered into this date February 7, 2012, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between GILA COUNTY, (the County) and PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT, (PSWID). The County and the PSWID collectively are referred to as "Parties".

I. RECITALS

1. The County is empowered by Arizona Revised Statutes §§ 11-251 et. seq. to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the County.

2. The PSWID is empowered by the provisions of Title 48, Chapter 6, Articles 1 and 4, of the Arizona Revised Statutes to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the PSWID.

3. *Purpose.* The County will design and construct a road improvement project that includes widening and paving of approximately 5,000 feet of Pine Creek Canyon Road starting from the intersection with Highway 87. The PSWID has decided that it would like to take advantage of the reconstruction and replace and upgrade its aging distribution system in the area. Possible upgrades may include larger supply lines as well as fire hydrants. Coordinating these upgrades with the road project should result in cost savings to Gila County residents. It is estimated that the cost of upgrading PSWID aging distribution system (hereinafter PSWID Upgrade) in the area would add **$245,674.00 to the total project.**

The Parties hereto agree to and acknowledge the following conditions:

a) The estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the PSWID Upgrade;
b) The PSWID has agreed to pay the County the amount of the PSWID Upgrade bid plus a twenty percent contingency the total of which may not exceed $294,809.00 for the PSWID Upgrade prior to the PSWID Upgrade award.
c) The County shall provide the PSWID with a recapitulation of the PSWID Upgrade's final costs;
d) If the PSWID final costs are less than $294,809.00, the County shall return to PSWID the difference.

E) If the total PSWID upgrade bid plus twenty percent contingency exceeds $294,809.00, the County shall not award a contract for the PSWID Upgrade unless the PSWID first approves and pays to the County an amount equal to the PSWID Upgrade plus a twenty percent contingency.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The County will:

a. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Roadway Improvement Project and PSWID Upgrade.

b. Advertise for bids and award one or more construction contract(s) for the Project including the PSWID Upgrade. Administer contracts and provide overall Project Management for the Project and PSWID Upgrade and make all payments to the contractor(s).

c. Upon execution of this Agreement and within (15) fifteen days, after bid opening and prior to award invoice the PSWID for its contribution of construction costs including a 20% contingency related to the PSWID Upgrade.

d. Upon completion, provide the PSWID with a recapitulation of the PSWID Upgrade's costs and reimburse the PSWID any unused PSWID Upgrade construction funds.

e. Upon completion of the Project, the County shall be responsible for all routine and emergency maintenance work for the Road Improvement Project.

2. The PSWID will:

a. Provide the design documents, bid documents, and engineer's cost estimate required for construction of the PSWID Upgrade.

b. Assist the County, at no cost to the County, as requested by the County in providing timely PSWID Upgrade related inspections and clarifications or interpretations of the PSWID Upgrade design plans and specifications including review and approval of construction related shop drawings.

c. Grant an individual with the authority to approve change orders to the PSWID Upgrade up to the amount of the twenty percent PSWID Upgrade bid contingency.

d. Upon execution of this Agreement within thirty (30) days after bid opening and

prior to award and upon receipt of an invoice from the County, remit to the County for the invoiced amount of the PSWID Upgrade bid plus a twenty percent contingency the total of which may not exceed $294,809.00 for construction costs for the PSWID Upgrade.

e. Upon completion of the PSWID Upgrade, the PSWID shall be responsible for all routine and emergency maintenance work for the PSWID Upgrade in compliance with County Right of Way Use Permit requirements.

III. MISCELLANEOUS PROVISIONS

1. *Duration.* This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

2. 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 other expenses (including, but not limited to, reasonable attorneys' fees) (Hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon signing and dating of the Gila County Board of Supervisors.

4. The Parties are notified that this Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

6. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. Compliance requirements for Arizona Revised Statutes § 41-4401 – immigration laws and E-Verify requirement.

a. The Parties warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the subcontractor may be subject to penalties up to and including termination of the Agreement.

c. The County retains the legal right to inspect the papers of any employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty under paragraph (a).

8. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

. . .

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

10. This Intergovernmental Agreement is solely for the benefit of the Parties and does not create, nor shall be interpreted to create, rights in any third party. No third party may enforce the terms and conditions expressed in this Intergovernmental Agreement.

11. The waiver by the Parties, mutually or independently, of any term, covenant, or condition of this Intergovernmental Agreement shall not be deemed a waiver of any other term, covenant, or condition.

12. This Intergovernmental Agreement constitutes the entire agreement between the Parties and no understandings of obligations exist outside of this agreement. This Intergovernmental Agreement may only be modified in writing.

13. If within thirty (30) days after bid opening and prior to award, PSWID fails remit to the County for the invoiced amount of the PSWID Upgrade bid plus a twenty percent contingency the total of which may not exceed $294,809.00, then the County shall not award a bid for the PSWID Upgrade and the PSWID Upgrade will not be part of the Pine Creek Canyon Road Project.

PASSED AND ADOPTED this 7th of February, 2012, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

PASSED AND ADOPTED this 19 of January, 2012, at Pine, Gila County, Arizona.

Attest:

PINE-STRAWBERRY WATER IMPROVEMENT DISTRICT

Gary Lovetro, Chairman

Approved as to form: 2/3/12

Daniel Torrens
PSWID Attorney

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

April 3, 2012

CONTRACT NO. 111311-1
PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT

CARSON CONSTRUCTION

The original amount proposed by Carson Construction, Inc. for the Pine Creek Canyon Road Reconstruction Project was a Grand Total of $1,443,880.21. The contract proposal was renegotiated and the contractor gave a new Grand Total of $1,383,880.21.

New Proposal Breakdown:
Carson Construction Inc. will furnish labor and material to install HDPE pipe, native shading and backfilling materials (not to exceed ¾" minus), to the subgrade of the road. Original amount proposed was $283.590.35 and the new amount is $223,590.35 at a savings of $60,000.00 for Gila County.

See Exhibit "A", Letter from Carson Construction, Inc. and Exhibit "B" from Pine-Strawberry Water Improvement District, by mention both are made a binding part of this amendment as set forth herein.

GILA COUNTY

Tommie C. Martin, Chairman Board of Supervisors

CONTRACTOR

Carson Construction, Inc.

Rupert G. Lemons
Print Name

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

CARSON CONSTRUCTION INC

472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390

928-684-3091 FAX 928-684-3403

CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

March 19, 2012

Brad Cole
Pine Strawberry Water District
email: [redacted]
Cell: 928.978.3277

RE: Pine Creak purposed changes

Dear Brad:

Our original quoted bid to furnish labor and materials to install the C900 waterline was $283,590.35.

The alternative would be to furnish labor and materials to install HDPE pipe, native shading and backfilling materials (not to exceed ¾" minus), to the sub grade of the road is, $223,590.35. This is a savings of $60,000.00.

Please confirm your decision to us as soon as possible, so we can order all the necessary materials.

Regards,

Rupert Lemons
President

EXHIBIT "B"

Pine-Strawberry Water Improvement District
6306 W. Hardscrabble Road, Pine AZ 85544

Date: March 19, 2012

Mr. Rupert Lemons
President
Carson Construction Inc.
472 East Wickenburg Way, #108
Wickenburg, AZ 85390

RE: Acceptance, PCCR Bid Alternative on March 19, 2012

Dear Rupert:

Thank you for working with us on bid alternatives for the Pine Creek Canyon Road Widening Project in Pine, AZ. The value engineering alternatives are acceptable to the Pine-Strawberry Water Improvement District.

We, therefore, accept your bid alternative provided to us on this day, March 19, 2012 to furnish labor and materials to install HDPE pipe, native shading and backfilling materials (not to exceed ¾" minus), to the sub grade of the road for $223,590.35. As you have indicated, this represents a significant cost savings ($60,000) from your original bid of $283,590.35.

If you have any questions, please do not hesitate to call me at (928) 476-4222.

Sincerely,

Brad Cole
District Manager

This page was printed using recycled paper.

AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

GILA COUNTY CONTRACT NO. 111311-1
PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT
PINE, ARIZONA

CARSON CONSTRUCTION CO., INC.

Effective April 3, 2012, Gila County and Carson Construction Co., Inc. entered into a contract whereby Carson Construction Co., Inc. agreed to provide all plant materials, labor, construction equipment and services required for performing all work for construction in Bid No. 111311-1 Pine Creek Canyon Road Reconstruction Project, in Pine, Arizona.

The contract was issued for a unit price bid of $1,443,880.21.

Amendment No. 1 was executed on April 3, 2012, reducing the contract amount by Sixty Thousand dollars ($60,000) due to a change in specifications for the type of pipe to be used on the Pine-Strawberry Water Improvement District (PSWID) waterline.

Amendment No. 2 is being issued in the amount of Forty-One Thousand, Two Hundred Ninety-Six dollars and 97/100's ($41,296.97), to address the cost overruns which were not covered in the original scope of work, as well as costs incurred due to additional work requested during construction. Consequently, the contract is amended to increase the unit bid by $41,296.97 to $1,425,177.18.

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.

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman Board of Supervisors

CARSON CONSTRUCTION CO., INC.

_____
Authorized Signature

RUPERT FLEMONS
Print Name

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

FUND 1115

Carson Construction Contract & Payments

Orig Waterline Bid	283,590.53
Pipe Change/Credit	(60,000.00)
Contract Waterline	223,590.53
Change Orders	35,934.59
Total Waterline Const.	259,525.12
Orig Road Const Bid	1,060,289.68
Change Orders**	105,362.38
Total Road Const.	1,165,652.06
Total Owed Carson	1,425,177.18
Total Paid to Date	1,383,880.21
	41,296.97

** $100,000 change orders are covered under Item No. 109 in the Bid Document as the Approved Force Account

Pine Strawberry Water Improvement District

IGA Not To Exceed	294,809.00
Revised Contract with Carson Const	223,590.53
Change Orders	35,934.59
Total Waterline	259,525.12
Deposit by PSWID to County	268,308.42
Total Waterline	(259,525.12)
Amount owed to PSWID	8,783.30

IGA with PSWID states that Gila County is the Administrator of the waterline project and has approval to make changes without going back to the PSWID Board.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 8/16/2013
PERIOD TO: 8/16/2013
PROJECT NO: 2012-00000688

A	B				C		D		E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
						PREVIOUSLY COMPLETED QUANTITY %	FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD	THIS PERIOD					
	ROAD IMPROVEMENT													
109	Force Account Work	1	LS		0.00	0.00	$0.00	1.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
	Change order #1 - Waterline	1	ea	13,759.20	13,759.20	1.00	$13,759.20	0.00	$0.00	$0.00	$13,759.20	100.00%	$0.00	$0.00
	Change Order #2 - Rip Rap/Headwall	1	ea	3,586.21	3,586.21	1.00	$3,586.21	0.00	$0.00	$0.00	$3,586.21	100.00%	$0.00	$0.00
	Change Order #3 - Shotcrete	1	ea	17,081.20	17,081.20	1.00	$17,081.20	0.00	$0.00	$0.00	$17,081.20	100.00%	$0.00	$0.00
	Change order #4 - Waterline	1	ea	2,733.89	2,733.89	1.00	$2,733.89	0.00	$0.00	$0.00	$2,733.89	100.00%	$0.00	$0.00
	Change order #5 - Waterline	1	ea	5,899.77	5,899.77	1.00	$5,899.77	0.00	$0.00	$0.00	$5,899.77	100.00%	$0.00	$0.00
	Change order #6 - Waterline	1	ea	4,157.26	4,157.26	1.00	$4,157.26	0.00	$0.00	$0.00	$4,157.26	100.00%	$0.00	$0.00
	Change order #7 - Grouted Waterline	1	ea	15,076.34	15,076.34	1.00	$15,076.34	0.00	$0.00	$0.00	$15,076.34	100.00%	$0.00	$0.00
	Change order #8 - Waterline Credit	1	ea	-5,691.87	-5,691.87	1.00	($5,691.87)	0.00	$0.00	$0.00	($5,691.87)	100.00%	$0.00	$0.00
	Change order #9 - Add'l Keystone	1	ea	7,957.08	7,957.08	1.00	$7,957.08	0.00	$0.00	$0.00	$7,957.08	100.00%	$0.00	$0.00
	Change order #10 - Add'l Shotcrete	1	ea	5,251.40	5,251.40	1.00	$5,251.40	0.00	$0.00	$0.00	$5,251.40	100.00%	$0.00	$0.00
	Change order #11 - Shotcrete (slopes/ditches)	1	ea	37,067.56	37,067.56	1.00	$37,067.56	0.00	$0.00	$0.00	$37,067.56	100.00%	$0.00	$0.00
	Change order #12 - Add'l Rip Rap	1	ea	8,378.47	8,378.47	1.00	$8,378.47	0.00	$0.00	$0.00	$8,378.47	100.00%	$0.00	$0.00
	Change order #13 - Add' CMP	1	ea	3,294.52	3,294.52	1.00	$3,294.52	0.00	$0.00	$0.00	$3,294.52	100.00%	$0.00	$0.00
	Change order #14 - ACFC deletion	1	ea	-42,900.55	-42,900.55	1.00	($42,900.55)	0.00	$0.00	$0.00	($42,900.55)	100.00%	$0.00	$0.00
	Change order #15 - 25% reduction of 340.3	1	ea	-1,005.41	-1,005.41	1.00	($1,005.41)	0.00	$0.00	$0.00	($1,005.41)	100.00%	$0.00	$0.00
	Change order #16 - Headwall 340.2 deletio	1	ea	-3,116.93	-3,116.93	1.00	($3,116.93)	0.00	$0.00	$0.00	($3,116.93)	100.00%	$0.00	$0.00
	Change order #17 - Ashpalt Addition	1	ea	17,346.35	17,346.35	1.00	$17,346.35	0.00	$0.00	$0.00	$17,346.35	100.00%	$0.00	$0.00
	Change order #18 - Fog Seal, striping, etc	1	ea	9,044.68	9,044.68	1.00	$9,044.68	0.00	$0.00	$0.00	$9,044.68	100.00%	$0.00	$0.00
	Change order #19 - Gerkin improvements	1	ea	2,080.83	2,080.83	1.00	$2,080.83	0.00	$0.00	$0.00	$2,080.83	100.00%	$0.00	$0.00
	Change order #20 - Portals & Hydrants	1	ea	18,596.79	18,596.79	0.00	$0.00	1.00	$18,596.79	$0.00	$18,596.79	100.00%	$0.00	$0.00
	Change order #21 - Asphalt & ABC	1	ea	6,789.63	6,789.63	0.00	$0.00	1.00	$6,789.63	$0.00	$6,789.63	100.00%	$0.00	$0.00
	Change order #22 - Extra Survey	1	ea	10,242.93	10,242.93	0.00	$0.00	1.00	$10,242.93	$0.00	$10,242.93	100.00%	$0.00	$0.00
	Change order #23 - Gerkin Balance	1	ea	5,667.62	5,667.62	0.00	$0.00	1.00	$5,667.62	$0.00	$5,667.62	100.00%	$0.00	$0.00
201.1	Clearing and Grubbing	1	LS	31,202.64	31,202.64	1.00	$31,202.64	0.00	$0.00	$0.00	$31,202.64	100.00%	$0.00	$0.00
202.1	Remove Misc. Structures and Obstructions	1	LS	37,482.87	37,482.87	1.00	$37,482.87	0.00	$0.00	$0.00	$37,482.87	100.00%	$0.00	$0.00
203	Earthwork	1	LS	40,348.58	40,348.58	1.00	$40,348.58	0.00	$0.00	$0.00	$40,348.58	100.00%	$0.00	$0.00
211	Fill construction	1	LS	7,374.40	7,374.40	1.00	$7,374.40	0.00	$0.00	$0.00	$7,374.40	100.00%	$0.00	$0.00
301	Subgrade Preperation	16440	SY	0.67	11,014.80	16440.00	$11,014.80	0.00	$0.00	$0.00	$11,014.80	100.00%	$0.00	$0.00
310	Aggregate Base Course - ADOT Class II	3234	CY	45.93	148,537.62	3234.00	$148,537.62	0.00	$0.00	$0.00	$148,537.62	100.00%	$0.00	$0.00
321	Ashpaltic Concrete - MAG	3693	TON	102.82	379,714.26	3693.00	$379,714.26	0.00	$0.00	$0.00	$379,714.26	100.00%	$0.00	$0.00
340.1	Concrete Driveway	1762	SF	6.70	11,805.40	1762.00	$11,805.40	0.00	$0.00	$0.00	$11,805.40	100.00%	$0.00	$0.00
340.2	Concrete Headwall, ADOT B-11-11, for Limit	1	EA	3,116.93	3,116.93	1.00	$3,116.93	0.00	$0.00	$0.00	$3,116.93	100.00%	$0.00	$0.00
340.3	Concrete Headwall, ADOT B-11.11, for (2) 42	1	EA	4,021.66	4,021.66	1.00	$4,021.66	0.00	$0.00	$0.00	$4,021.66	100.00%	$0.00	$0.00
340.4	Concrete Wall	192	SF	89.21	17,128.32	192.00	$17,128.32	0.00	$0.00	$0.00	$17,128.32	100.00%	$0.00	$0.00
340.5	Concrete Half-Barrier, ADOT Std. Dtl., C-10.3	96	LF	115.21	11,060.16	96.00	$11,060.16	0.00	$0.00	$0.00	$11,060.16	100.00%	$0.00	$0.00
340.6	Concrete Half-Barrier Transition, ADOT Std,	40	LF	111.92	4,476.80	40.00	$4,476.80	0.00	$0.00	$0.00	$4,476.80	100.00%	$0.00	$0.00
340.7	Concrete Ribbon Curb (MAG 220-1, Type C)	71	LF	15.39	1,092.69	71.00	$1,092.69	0.00	$0.00	$0.00	$1,092.69	100.00%	$0.00	$0.00
405	Survey Monument	22	EA	158.79	3,493.38	22.00	$3,493.38	0.00	$0.00	$0.00	$3,493.38	100.00%	$0.00	$0.00
411	Aspaltic Concrete Friction Course	385	TON	111.43	42,900.55	385.00	$42,900.55	0.00	$0.00	$0.00	$42,900.55	100.00%	$0.00	$0.00
501	Cement Treated Slurry	45	CY	116.85	5,258.25	45.00	$5,258.25	0.00	$0.00	$0.00	$5,258.25	100.00%	$0.00	$0.00

511	Keystone Wall, Compact II Block	1950	SF	19.22	37,479.00	1950.00	$37,479.00	0.00	$0.00	$0.00	$37,479.00	100.00%	$0.00	$0.00
607.1	New Sign Panel, STOP, R1-1, 36" x 36"	1	EA	419.49	419.49	1	$419.49	0.00	$0.00	$0.00	$419.49	100.00%	$0.00	$0.00
607.2	New Sign Panel, STOP, R1-1, 30" x 30"	5	EA	246.10	1,230.50	5	$1,230.50	0.00	$0.00	$0.00	$1,230.50	100.00%	$0.00	$0.00
607.3	New Sign Panel, HILL BLOCKS VIEW, W7-	2	EA	273.54	547.08	2	$547.08	0.00	$0.00	$0.00	$547.08	100.00%	$0.00	$0.00
607.4	New Sign Panel, 20 MPH, W13-1, 24" x 18"	4	EA	132.20	528.80	4	$528.80	0.00	$0.00	$0.00	$528.80	100.00%	$0.00	$0.00
607.5	New Sign Panel, 15 MPH, W13-1, 24" x 18"	1	EA	200.79	200.79	1	$200.79	0.00	$0.00	$0.00	$200.79	100.00%	$0.00	$0.00
607.6	New Sign Panel, SPEED LIMIT 25, R2-1, 24"	3	EA	212.72	638.16	3	$638.16	0.00	$0.00	$0.00	$638.16	100.00%	$0.00	$0.00
607.7	New Sign Panel, winding road symbol, W1-5,	2	EA	273.54	547.08	2	$547.08	0.00	$0.00	$0.00	$547.08	100.00%	$0.00	$0.00
607.8	New Sign Panel, roadway turn symbol, W1-1L	1	EA	319.26	319.26	1	$319.26	0.00	$0.00	$0.00	$319.26	100.00%	$0.00	$0.00
607.9	New Sign Post and Foundation - ADOT S-1 (r	15	EA	277.67	4,165.05	15	$4,165.05	0.00	$0.00	$0.00	$4,165.05	100.00%	$0.00	$0.00
621.1	Pipe, Corrugated Metal, 12"	75	LF	38.59	2,894.25	75	$2,894.25	0.00	$0.00	$0.00	$2,894.25	100.00%	$0.00	$0.00
621.2	Pipe, Corrugated Metal, 15"	806	LF	36.21	29,185.26	806	$29,185.26	0.00	$0.00	$0.00	$29,185.26	100.00%	$0.00	$0.00
621.3	Pipe, Corrugated Metal, 24"	160	LF	43.65	6,984.00	160	$6,984.00	0.00	$0.00	$0.00	$6,984.00	100.00%	$0.00	$0.00
621.4	Pipe, Corrugated Metal, 42"	88	LF	63.79	5,613.52	88	$5,613.52	0.00	$0.00	$0.00	$5,613.52	100.00%	$0.00	$0.00
621.5	Pipe, Corrugated Metal, 28" x 20"	199	LF	52.80	10,507.20	199	$10,507.20	0.00	$0.00	$0.00	$10,507.20	100.00%	$0.00	$0.00
621.6	Pipe, Corrugated Metal, 49" x 29"	48	LF	77.06	3,698.88	48	$3,698.88	0.00	$0.00	$0.00	$3,698.88	100.00%	$0.00	$0.00
621.7	Pipe, UltraFlo, 18"	225	LF	49.78	11,200.50	225	$11,200.50	0.00	$0.00	$0.00	$11,200.50	100.00%	$0.00	$0.00
621.8	Flared Metal End Section, 24", ADOT Std. Dt	2	EA	297.30	594.60	2	$594.60	0.00	$0.00	$0.00	$594.60	100.00%	$0.00	$0.00
708.1	Permanent Pavement Marking (Painted)(White	63	LF	2.88	181.44	63	$181.44	0.00	$0.00	$0.00	$181.44	100.00%	$0.00	$0.00
708.2	Permanent Pavement Marking (Painted)(Yello	13751	LF	0.59	8,113.09	13751	$8,113.09	0.00	$0.00	$0.00	$8,113.09	100.00%	$0.00	$0.00
708.9	Maintenance and Protection of Traffic	1	LS	20,573.70	20,573.70	1	$20,573.70	0.00	$0.00	$0.00	$20,573.70	100.00%	$0.00	$0.00
810	Erosion Control and Pollution Prevention (SW	1	LS	17,983.79	17,983.79	1	$17,983.79	0.00	$0.00	$0.00	$17,983.79	100.00%	$0.00	$0.00
901	Mobilization	1	LS	7,559.15	7,559.15	1	$7,559.15	0.00	$0.00	$0.00	$7,559.15	100.00%	$0.00	$0.00
903.1	Dumped Rock RipRap, D50=9"	800	CY	71.98	57,584.00	800	$57,584.00	0.00	$0.00	$0.00	$57,584.00	100.00%	$0.00	$0.00
903.2	Gabion Mattress	28	CY	265.44	7,432.32	28	$7,432.32	0.00	$0.00	$0.00	$7,432.32	100.00%	$0.00	$0.00
905.1	Guardrail	13	LF	38.69	502.97	13	$502.97	0.00	$0.00	$0.00	$502.97	100.00%	$0.00	$0.00
905.2	Guardrail, End Terminal, ET-PLUS	5	EA	3,631.01	18,155.05	5	$18,155.05	0.00	$0.00	$0.00	$18,155.05	100.00%	$0.00	$0.00
905.3	Guardrail, End Anchor, ADOT Std. Dtl. D-10.	1	EA	867.05	867.05	1	$867.05	0.00	$0.00	$0.00	$867.05	100.00%	$0.00	$0.00
925	Construction Survey and Layout and Asbuilts	1	LS	44,554.39	44,554.39	1	$44,554.39	0.00	$0.00	$0.00	$44,554.39	100.00%	$0.00	$0.00

	WATERLINE													$0.00
1	2" PVC Watermain	40	LF	6.76	270.40	40.00	$270.40	0.00	$0.00	$0.00	$270.40	100.00%	$0.00	$0.00
2	4" PVC Watermain	30	LF	19.68	590.40	30.00	$590.40	0.00	$0.00	$0.00	$590.40	100.00%	$0.00	$0.00
3	6" PVC Watermain	40	LF	24.73	989.20	40.00	$989.20	0.00	$0.00	$0.00	$989.20	100.00%	$0.00	$0.00
4	8" HDPE	5032	LF	28.16	141,701.12	5032.00	$141,701.12	0.00	$0.00	$0.00	$141,701.12	100.00%	$0.00	$0.00
5	2" T&V, VB & Cover	1	EA	2,056.65	2,056.65	1.00	$2,056.65	0.00	$0.00	$0.00	$2,056.65	100.00%	$0.00	$0.00
6	2" Valve, Box & Cover	1	EA	1,797.09	1,797.09	1.00	$1,797.09	0.00	$0.00	$0.00	$1,797.09	100.00%	$0.00	$0.00
7	4" Valve, Box & Cover	1	EA	1,054.36	1,054.36	1.00	$1,054.36	0.00	$0.00	$0.00	$1,054.36	100.00%	$0.00	$0.00
8	6" Valve, Box & Cover	3	EA	1,334.56	4,003.68	3.00	$4,003.68	0.00	$0.00	$0.00	$4,003.68	100.00%	$0.00	$0.00
9	8" Valve, Box & Cover	15	EA	1,823.61	27,354.15	15.00	$27,354.15	0.00	$0.00	$0.00	$27,354.15	100.00%	$0.00	$0.00
10	8" X 4" Tee	1	EA	484.43	484.43	1.00	$484.43	0.00	$0.00	$0.00	$484.43	100.00%	$0.00	$0.00
11	8" X 8" Tee	3	EA	765.60	2,296.80	3.00	$2,296.80	0.00	$0.00	$0.00	$2,296.80	100.00%	$0.00	$0.00
12	6" X 6" Tee	1	EA	447.68	447.68	1.00	$447.68	0.00	$0.00	$0.00	$447.68	100.00%	$0.00	$0.00
13	8" X 6" Tee	3	EA	501.70	1,505.10	3.00	$1,505.10	0.00	$0.00	$0.00	$1,505.10	100.00%	$0.00	$0.00
14	6" X 2" Reducer	1	EA	213.70	213.70	1.00	$213.70	0.00	$0.00	$0.00	$213.70	100.00%	$0.00	$0.00
15	8" X 4" Reducer	3	EA	220.66	661.98	3.00	$661.98	0.00	$0.00	$0.00	$661.98	100.00%	$0.00	$0.00
16	Watermain Sample Tap	6	EA	591.38	3,548.28	6.00	$3,548.28	0.00	$0.00	$0.00	$3,548.28	100.00%	$0.00	$0.00
17	8" X 22.5 Bend	1	EA	275.19	275.19	1.00	$275.19	0.00	$0.00	$0.00	$275.19	100.00%	$0.00	$0.00
18	8" X 90 Bend	2	EA	282.93	565.86	2.00	$565.86	0.00	$0.00	$0.00	$565.86	100.00%	$0.00	$0.00
19	6" X 90 Bend	2	EA	222.74	445.48	2.00	$445.48	0.00	$0.00	$0.00	$445.48	100.00%	$0.00	$0.00
20	6" Fire Hydrant Complete	9	EA	4,776.30	42,986.70	9.00	$42,986.70	0.00	$0.00	$0.00	$42,986.70	100.00%	$0.00	$0.00
21	Blow-Off Valve	1	EA	1,358.98	1,358.98	1.00	$1,358.98	0.00	$0.00	$0.00	$1,358.98	100.00%	$0.00	$0.00
22	Air Release valve	1	EA	1,649.83	1,649.83	1.00	$1,649.83	0.00	$0.00	$0.00	$1,649.83	100.00%	$0.00	$0.00
23	6" X 6" Tapping Sleeve , Valve , & Box & Co	1	EA	2,723.53	2,723.53	1.00	$2,723.53	0.00	$0.00	$0.00	$2,723.53	100.00%	$0.00	$0.00
24	6" Check Valve, Box & Cover	1	EA	3,188.53	3,188.53	1.00	$3,188.53	0.00	$0.00	$0.00	$3,188.53	100.00%	$0.00	$0.00
25	8" Check Valve, Box & Cover	1	EA	4,600.47	4,600.47	1.00	$4,600.47	0.00	$0.00	$0.00	$4,600.47	100.00%	$0.00	$0.00
26	2" Water Service & Tap, Cap @ROW	2	EA	1,497.88	2,995.76	2.00	$2,995.76	0.00	$0.00	$0.00	$2,995.76	100.00%	$0.00	$0.00
27	1" Water Service Tap, Cap @ ROW	8	EA	619.40	4,955.20	8.00	$4,955.20	0.00	$0.00	$0.00	$4,955.20	100.00%	$0.00	$0.00
28	1" Double Water Service Tap & Cap @ ROW	9	EA	1,022.80	9,205.20	9.00	$9,205.20	0.00	$0.00	$0.00	$9,205.20	100.00%	$0.00	$0.00
29	Cap Water Main for Future Connection	6	EA	471.75	2,830.50	6.00	$2,830.50	0.00	$0.00	$0.00	$2,830.50	100.00%	$0.00	$0.00
30	Connect to Existing Watermain	1	EA	490.53	490.53	1.00	$490.53	0.00	$0.00	$0.00	$490.53	100.00%	$0.00	$0.00
31	Construction Survey	1	EA	11,406.06	11,406.06	1.00	$11,406.06	0.00	$0.00	$0.00	$11,406.06	100.00%	$0.00	$0.00
32	QA/QC	1	EA	4,937.69	4,937.69	1.00	$4,937.69	0.00	$0.00	$0.00	$4,937.69	100.00%	$0.00	$0.00
	CHANGE ORDERS and AMENDMENTS for Waterline												$0.00	$0.00
1	Amendment #1	1	ea	-60,000.00	-60,000.00	1.00	($60,000.00)	0.00	$0.00	$0.00	($60,000.00)	100.00%	$0.00	$0.00
	GRAND TOTALS				**$1,425,177.18**		**$1,383,880.21**		**$41,296.97**	**$0.00**	**$1,425,177.18**	**100%**	**$0.00**	**$0.00**

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CHANGE ORDER DETAIL OF THE PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT - August 2013

COR#	ITEM	DESCRIPTION	AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EXPLANATION
	WATER LINE CONSTRUCTION					
1		HDPE Water Pipe			$ 13,759.20	When the original bids came in the water line portion of the project was over the amount budgeted by PSWID. Carson Construction submitted a cost saving proposal to switch the pipe material to HDPE DR-17. After the contract was awarded, PSWID determined that HDPE DR-17 did not have a high enough pressure rating and changed the pipe material to HDPE-DR11
4	203	Trenching for electrical conduits			$ 2,733.89	During construction PSWID decided to add some electrical conduit to be used on an existing booster pump near SR87
5	27	Water Tap & Cap 1"	1	$ 619.40	$ 619.40	The original water line plans called for a valve between the main and each service line with nothing on the end of the service lines. This change order added a valve to the end of each service line. Additional service lines were also added with this change order
5	26	Water Tap & Cap 2"	2	$ 1,497.88	$ 2,995.76	The original water line plans called for a valve between the main and each service line with nothing on the end of the service lines. This change order added a valve to the end of each service line. Additional service lines were also added with this change order
5	27	Angle Stops 1"	18	$ 84.75	$ 1,525.46	The original water line plans called for a valve between the main and each service line with nothing on the end of the service lines. This change order added a valve to the end of each service line. Additional service lines were also added with this change order
5	26	Corp Stops 2"	4	$ 189.79	$ 759.15	The original water line plans called for a valve between the main and each service line with nothing on the end of the service lines. This change order added a valve to the end of each service line. Additional service lines were also added with this change order
6		Additional Water Lines			$ 4,157.26	This change order added a bypass line around the check valve located near the water companies yard. An additional line was also added to tie into an existing well that was not part of the original water line plans
7		Pressure Grout			$ 15,076.34	The original water line plans did not specify what should be done with the old water main after it had been abandoned. Since portions of the old water main would be underneath the new road and very shallow creating the potential for a road failure the decision was made to pressure grout the portions of the old water main that were under the new road.
8	22	Air Release Valve added	2	$ 1,649.83	$ 3,299.66	Planned for 1 but needed a total of 3 air release valves
8	8	6" Valve, Box & Cover	1	$ 1,334.56	$ (1,334.56)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	9	8" Valve, Box & Cover	1	$ 1,823.61	$ (1,823.61)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	11	8" X 8" Tee	1	$ 417.06	$ (417.06)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	12	6" X 6" Tee	1	$ 233.37	$ (233.37)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	13	8" X 6" Tee	1	$ 180.48	$ (180.48)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	14	6" X 2" Reducer	1	$ 114.37	$ (114.37)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	15	8" X 4" Reducer	1	$ 220.66	$ (220.66)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	16	Water Main Sample Tap	5	$ 591.38	$ (2,956.90)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.

CHANGE ORDER DETAIL OF THE PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT - August 2013

COR#	ITEM	DESCRIPTION	AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EXPLANATION
8	17	8" X 22.5 Bend	1	$ 208.14	$ (208.14)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	19	6" X 90 Bend	1	$ 59.27	$ (59.27)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
8	24	6" Check Valve, B&C	1	$ 1,443.11	$ (1,443.11)	This change order is a deduction for pipe material no longer needed due to changing the pipe material.
		Water Line Change Total			$ 35,934.59	
	ROAD CONSTRUCTION					
2	340.3	Concrete headwall			$ 5,025.81	The work entailed in the original design of the down stream side of cross culvert No. 2 would have required an easement from the property owner. Since we were unable to acquire an easement the design of the down stream side of cross culvert No. 2 had to be changed; the change involved a decrease in the amount of dumped rip rap and the addition of a concrete "cut off" wall.
2	903.1	Dumped Rock Riprap, D50=9"	20	$ 71.98	$ (1,439.60)	The work entailed in the original design of the down stream side of cross culvert No. 2 would have required an easement from the property owner. Since we were unable to acquire an easement the design of the down stream side of cross culvert No. 2 had to be changed; the change involved a decrease in the amount of dumped rip rap and the addition of a concrete "cut off" wall.
3	501	Cement Treated Slurry	146.18	$ 116.85	$ 17,081.20	Since the driveway at this parcel is located on a dirt hill shotcrete slope protection was added to prevent erosion and failure of the driveway. A portion of the septic tank and leach field for this parcel is actually located in the County Right of Way. Due to the possibility of effluent leaching out an HDPE liner was added under the Shotcrete. To prevent someone from accidentally driving off of the driveway and onto the shotcrete, delineators were added to clearly mark the edge of the driveway.
9	511	Keystone Block	414	$ 19.22	$ 7,957.08	This change order is for additional keystone block to match up to existing ground conditions.
10	501	Shotcrete varied thickness not converted by bid C.Y. item	620	$ 8.47	$ 5,251.40	This change order is for additional shotcrete from co 3 due to the residents leach field being in the right of way.
11	501	Shotcrete varied thickness not converted by bid C.Y. item	5660	$ 4.75	$ 26,885.00	This change order is for shotcrete slope protection at various locations due to steep grades and poor soil conditions.
11	501	Shotcrete sub grade preparation on slopes, O&P, Taxes & Bond			$ 10,182.56	This change order is for shotcrete slope protection at various locations due to steep grades and poor soil conditions.
12	903.1	Dumped Rock Riprap	116.4	$ 71.98	$ 8,378.47	This change order is for additional rip rap drainage ditch protection at various locations due to slope changes.
13	621.1	CMP 12" Line	30	$ 38.59	$ 1,318.50	This change order is for additional cmp due to unforeseen sight conditions
13	622.2	CMP 15" Line	53	$ 36.21	$ 1,976.02	This change order is for additional cmp due to unforeseen sight conditions
14	411	ACFC			$ (42,900.55)	This change order deleted the ACFC from the contract

CHANGE ORDER DETAIL OF THE PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT - August 2013

COR#	ITEM	DESCRIPTION	AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EXPLANATION
15	340.3	25% Concrete Headwall			$ (1,005.41)	This change order is for a 25% reduction in the cost of a concrete head wall due to the poor aesthetic quality of the work done by the contractor
16	340.2	Concrete Headwall			$ (3,116.93)	This change order is a deduction for deleting a concrete headwall from the contract
17	321	Asphalt for Driveway	95	$ 102.82	$ 9,767.90	This change order is for additional paving of driveways as part of negotiations with property owners for giving easements.
17	310	ABS for Driveway	165	$ 45.93	$ 7,578.45	This change order is for additional paving of driveways as part of negotiations with property owners for giving easements.
18		Fog Seal replacing item 411 including sweeper, tractor & operators (plus O&P Taxes Bond)			$ 5,909.11	This change order is for fog sealing the new road, additional striping, and brass survey monuments (as opposed to just rebar as originally called for)
18	708.1	White Permanent Pavement Mark	801	$ 2.88	$ 2,306.88	This change order is for fog sealing the new road, additional striping, and brass survey monuments (as opposed to just rebar as originally called for)
18	405	Brass Survey Monuments (plus O&P Taxes Bond)			$ 828.69	This change order is for fog sealing the new road, additional striping, and brass survey monuments (as opposed to just rebar as originally called for)
19		Gerkin Resident Improvements - Fence	54	$ 55.00	$ 3,618.42	This change order is for the installation of fencing to satisfy osha requirements and for the repair of a leach field.
19		Gerkin Resident Improvements - Leech Field	82	$ 41.34	$ 4,130.03	This change order is for the installation of fencing to satisfy osha requirements and for the repair of a leach field.
19		Gerkin Improvements			$ (5,667.62)	Amount exceeds contract amount-paid only $2080.33 to contractor and final amount is covered under COR# 23
20		Portals I & II			$ 18,596.79	This change order is for increasing the height of the retaining wall at Portals N. due to existing site conditions and for the addition of conduit under the asphalt to allow the gate to function
21	321	Asphalt	39.5	$ 102.82	$ 4,061.39	Additional asphalt and ABC at the end of the project
21	310	ABC	59.4	$ 45.93	$ 2,728.24	Additional asphalt and ABC at the end of the project
22	925	Survey Work			$ 10,242.93	Cost for additional survey work done by Anderson Nelson
23		Gerkin Resident Improvements			$ 5,667.62	Completion of COR #19
		Road Construction Change Total			$ 105,362.38	
		GRAND TOTAL =			**$ 141,296.97**	$100,000 covered in contract under Force Account

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: Pine Creek Canyon Rd. (Waterline)
Pine, AZ

CHANGE ORDER NUMBER: #1
DATE: 5/15/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd. (Waterline)

The Contract is changed as follows:

Increased cost of HDPE pipe due to change required by Pine- Strawberry Water Improvement District.
Original Cost of HDPE DR-17 = $44503.20/ Cost of HDPE DR-11 = $58262.40.

APPROVED: Janet Kemna
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (60,000.00)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,383,880.21
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 13,759.20
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,397,639.41

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Verde Engineering Group PLLC	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
1109 N. McLane Rd.	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Payson, AZ 85541	Wickenburg, AZ 85390	Globe, AZ 85501
BY Ralph Burnett	BY Janet Kemna	BY Steve Sada
DATE 5-24-12	DATE 5/16/2012	DATE 6/4/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

May 15, 2012

Gila County, Project Manager
1400 E. Ash
Globe, AZ 85501
Attn: Mike Gillette

Re: Pine Creek Canyon Road Watermain Replacement
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #1

Description:

Increased cost of HDPE pipe due to change required by Pine-Strawberry Water Improvement District.

Carson Construction requests additional compensation as follows:

1.	Original cost of HDPE DR-17 (basis of bid price)	$44,503.20
2.	Cost of HDPE DR-11	$58,262.40
	Total additional cost	$13,759.20

If you have any questions please call

J Lemons

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

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PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #2
DATE: 6/27/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

1) Bid Item 903.1 Dumped Rip Rap 9" Quantity 800 cy Reduce by 20 cy = 780 cy @ 71.98 cy to total = $56144.40 a reduction of $1439.60.
2) Bid Item 340.3 Concrete Headwall / add Cut off wall 23' x 4' x .75 Tappered - 2880 Plus.
See attached worksheet for breakdown.

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (46,240.80)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,397,639.41
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 3,586.21
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,401,225.62

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams Consulting, Inc.	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 South Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY _____	BY _____	BY _____
DATE 7/2/12	DATE 6/27/2012	DATE 7/10/12

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Owner - Gila County
Project - Pine Creek Street Improvements
Change Order per Michael Gillette (Revised 6-27-2012)
Dated – 6-15-2012

Bid Item 903.1 Dumped Rip Rap 9"Quantity 800-cy Reduce by 20-cy / = 780-cy @ 71.98-cy to Total = $ 56144.40 a reduction of = $ 1,439.60

Add
Bid Item 340.3 Concrete Headwall / Add Cutoff wall 23'x 4' x .75 – Tappered -2880
Plus

1. Ex for Cutoff Wall
   310 Backhoe @ $ 75.00-Hr x 4 / = $ 300.00
   Operator @ $ 30.06- Hr x 4 /= $120.24
   Laborer @ $ 23.19- Hr x 4 / = $ 92.76
   Water TRk 1- HR @ 75.00

2. Backfill Cutoff Wall
   310 Backhoe @ $ 75.00-Hr x 4 / = $ 300.00
   Operator @ $ 30.06- Hr x 4 /= $120.24
   Laborer 2 @ $ 23.19- Hr x 4 / = $ 185.52
   Water TRk 2- HR @ 150.00

Sub Total =	$ 4223.46
15 % Markup	$ 633.48
Total	$ 4856.94
Minus Rip Rap	1439.60
Tax	168.87
Grand Total	$ 3586.21

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #3
DATE: 7/19/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

1) Shotcrete for Slope Protection @ Station 36+15.43

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (42,654.59)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,401,225.62
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 17,081.20
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,418,306.82

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams Consulting, Inc.	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 South Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 7/23/2012	DATE 7/19/2012	DATE 7/25/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

July 19, 2012

Gila County, Project Manager
1400 E. Ash
Globe, AZ 85501
Attn: Mike Gillette

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #3 Worksheet

Description:

Shotcrete Slope Protection @ Station 36+15.43.

1.	Shotcrete Slope – 2017 sf @ $4.75	$ 9,580.75
2.	9 ea Delineators @ $60.00 ea	$ 540.00
3.	Excavate Key Way (includes, Backhoe, Water Truck, Labor)	$ 1,356.12
4.	HDPE Liner – 1700 sf (includes, 3ea of labor)	$ 2,677.24
	Subtotal	$14,154.11
	O&P (15%)	$ 2,123.00
	Taxes (7.6% of 65%)	$ 804.09
	Total additional cost	$17,081.20

If you have any questions please call

Janet Lemons
Office Manager

Reviewed:
7/23/2012

Verde Engineering Group PLLC

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GILA COUNTY
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Letter of Transmittal

Date: September 11, 2012

To: Steve Sanders, Deputy Director
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

From: Ralph Bossert
Verde Engineering Group
1109 North McLane
Payson, AZ 85541

Re: Pine-Strawberry Water Improvement District
Pine Creek Canyon Road
Proj. 10-09

Dear Steve:

Enclosed as requested are the original Pay Application No. 3 and Change Order No. 4 for the referenced project.
Prior to this Pay Application, the Contractor has been overpaid approximately $10,000 for Waterline Items. Therefore, no additional payment for Waterline Items is due at this time.

Please contact us with any questions or comments.

Cc:

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd./Waterline Improvement Bid No. 111311-1 Pine, AZ

CHANGE ORDER NUMBER: #4
DATE: 8/27/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

Trenching for Installation of electrical conduits to the booster vault near the Mormon Church

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (25,573.39)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,418,306.82
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 2,733.89
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,421,040.71

The Contract Time will be (increased) decreased) (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Verde Engineering Group, PLLC	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
1109 N. McLane Road	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Payson, AZ 85541	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 9-10-12	DATE 8/27/2012	DATE

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

August 27, 2012

Gila County, Project Manager
And
Verde Engineering Group

Re: Pine Creek Canyon Road - Waterline
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #4 Worksheet

Description:

Trenching for installation of electrical conduits to the booster vault near the Mormon Church.

1.	Trenching (Backhoe/Operator)		$ 1,774.50
	Laborer		$ 409.50
	Jumping Jack		$ 60.00
		Subtotal	$ 2,244.00
		O&P (15%)	$ 336.60
		Taxes & Bond	$ 153.29
		Total additional cost	$ 2,733.89

If you have any questions please call

Janet Lemons
Office Manager

RECEIVED
SEP 28 2012
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Verde Engineering Group PLLC

Letter of Transmittal

Date: September 26, 2012

To: Steve Sanders, Deputy Director
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

From: Ralph Bossert
Verde Engineering Group
1109 North McLane
Payson, AZ 85541

Re: Pine-Strawberry Water Improvement District
Pine Creek Canyon Road
Proj. 10-09

Dear Steve:

Enclosed as requested is Change Orders #5 approved for $5,899.77.
We believe, with this Change Order, the amount remaining in the PSWID Contingency Fund is $18,167.99. Please verify.

Please contact us with any questions or comments.

Cc: Carson Construction
Brad Cole/PSWID

CHANGE ORDER

Attachment F - AIA form G701

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

AIA DOCUMENT G701

PROJECT: Pine Creek Canyon Rd./ Waterline Improvement Bid No. 111311-1
Pine, AZ

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CHANGE ORDER NUMBER: #5
DATE: 9/5/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

1) Labor & Materials to install additional 1" Water Service, 2" Water Service and additional corp and angle stops.

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (22,839.50)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,421,040.71
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 5,899.77
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,426,940.48

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Verde Engineering Group, PLLC	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
1109 N. McLane Road	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Payson, AZ 85541	Wickenburg, AZ 85390	Globe, AZ 85501
BY Ralph Bonar	BY	BY
DATE 9/26/12	DATE 9/5/2012	DATE 10/15/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

September 5, 2012

Gila County, Project Manager
And
Verde Engineering Group

Re: Pine Creek Canyon Road - Waterline
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #5 Worksheet

Description:

Installation of additional 1" Water Service Bid Item #27, additional 2" Water Service Bid Item #26 and additional corp and angle stops.

1.	(1) Additional - 1" Water Service Tap, Cap at ROW	$ 619.40
2.	(2) Additional - 2" Water Service Tap, Cap at ROW	$ 2,995.76
3.	(18) Additional - 1" Angle Stops for water service	$ 1,261.44
4.	(4) Additional - 2" Corp Stops for water service	$ 627.60
	Subtotal	$ 5,504.20
	O&P (15%) (on item 3, 4 only)	$ 283.36
	Taxes & Bond (on item 3, 4 only)	$ 112.21
	Total additional cost	$ 5,899.77

If you have any questions please call

Janet Lemons
Office Manager

Verde Engineering Group PLLC

Letter of Transmittal

Date: September 17, 2012

To: Steve Sanders, Deputy Director
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

From: Ralph Bossert
Verde Engineering Group
1109 North McLane
Payson, AZ 85541

Re: Pine-Strawberry Water Improvement District
Pine Creek Canyon Road
Proj. 10-09

Dear Steve:

Enclosed as requested 13 Change Orders #6 approved for $4,157.26:

Please contact us with any questions or comments.

Cc: Carson Construction
Brad Cole/PSWID

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd./ Waterline Improvement Bid No. 111311-1 Pine, AZ

TO CONTRACTOR: Carson Construction Co., Inc. 472 E. Wickenburg Way Ste 106 Wickenburg, AZ 85390

CHANGE ORDER NUMBER: #6
DATE: 9/5/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Check valve bypass - see attached
including well Tie-In

APPROVED: J Kemms
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (14,327.83)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,429,552.38
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 4,157.26
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,433,709.64

The Contract Time will be (increased) decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Verde Engineering Group, PLLC	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
1109 N. McLane Road	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Payson, AZ 85541	Wickenburg, AZ 85390	Globe, AZ 85501
BY Ralph Burrell	BY J Kemms	BY
DATE 9/17/12	DATE 9/5/2012	DATE

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

September 5, 2012

Gila County, Project Manager
And
Verde Engineering Group

Re: Pine Creek Canyon Road - Waterline
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #6 Worksheet

Description:

Check Valve bypass – to PSWID maintenance yard
Including well Tie-In

1.	Trenching (Backhoe/Operator) 10 hours	$ 845.00
2.	Water Truck/Operator 10 hours	$ 975.00
3.	Jumping Jack	$ 65.00
4.	Laborers 10 hours	$ 195.00
5.	Pipe and Materials	$ 1,332.32

Subtotal	$ 3,412.32
O&P (15%)	$ 511.85
Taxes & Bond	$ 233.09
Total additional cost	$ 4,157.26

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

AIA DOCUMENT G701

PROJECT: Pine Creek Canyon Rd. / Waterline Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #7 (Revised)
DATE: 10/10/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Grouting 6" abandoned waterline - 2550 lf (Revised with Carson locating pipe.)

APPROVED: Janet Lhemons
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (12,782.47)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,431,097.74
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 15,076.34
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,446,174.08

The Contract Time will be (increased) decreased) (unchanged) by 10 Calendar DAYS

(Price is for minimum of 2550 LF an additional footage will be an additional cost.)

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams Consulting Inc ~~Verde Engineering Group, PLLC~~	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER 621. S. Hillside Ln ~~1109 N. McLane Road~~	CONTRACTOR 472 E. Wickenburg Way Ste 106	OWNER 1400 E. Ash
Address Pinetop. AZ 85935 ~~Payson, AZ 85541~~	Address Wickenburg, AZ 85390	Address Globe, AZ 85501
BY [signature]	BY [signature]	BY [signature]
DATE 10/18/2012	DATE 10/10/2012	DATE 10/18/12

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G701-1987

AIA Form G701

472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390

928-684-3091 FAX 928-684-3403

CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

October 10, 2012

Gila County, Project Manager
And
Verde Engineering Group

Re: Pine Creek Canyon Road - Waterline
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #7 Worksheet – REVISED with Carson locating pipe.

Description:

Grouting 6" abandoned waterline - 2550 LF (Price is for minimum of 2550 LF any additional footage will be an additional cost.)

1.	Labor and Equipment to expose and tap into line every 300 ft. (Backhoe / Operator / Laborer) – 24 hrs	$ 2,496.00
2.	1 Sack Slurry @ $90.00 per cu yd.	$ 2,250.00
3.	Grout Pump	$ 800.00
4.	Saddles, Ball Valves and Fittings	$ 2,486.00
5.	Plug pipe ends (Concrete, Backhoe/ Operator/Laborer – 8 hrs	$ 1,292.80
6.	Backfilling and compaction (Jumping Jack, Backhoe, Water truck, Laborer)	$ 2,050.00
7.	Survey of abandon water line (Anderson-Nelson)	$ 1,000.00

Subtotal	$ 12,374.80
O&P (15%)	$ 1,856.22
Taxes & Bond	$ 845.32
Total additional cost	$ 15,076.34

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd./ Waterline Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #8
DATE: 10/24/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

Pipe Fittings Credit - see attached breadown

In order for CO#8 to be valid - all contract items must be paid at full value and then change order applied.

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 2,293.87
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,446,174.08
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ (5,691.87)
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,440,482.21

The Contract Time will be (increased) (decreased) (unchanged)

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Verde Engineering Group, PLLC	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
1109 N. McLane Road	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Payson, AZ 85541	Wickenburg, AZ 85390	Globe, AZ 85501
BY Ralph Burns	BY _____	BY _____
DATE 11/02/12	DATE 10/24/2012	DATE 11/26/12

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Pine Creek Canyon Water Main / Contract Amount Deductions and Additions

Deductions

Item No.	Item	Plan Quantity	Deduction	Note
3	6" HDPE Waterline	40 Feet	None	20 feet was installed at Cedar Hills and 10 feet was install going to tank at water yard.
8	6" Valve, Box & Cover	3 EA	1 EA	Amount of credit is $1334.56
9	8" Valve, Box & Cover	15 EA	1 EA	Amount of credit is $1823.61
11	8" x 8" Tee	3 EA	1 EA	Amount of credit is for labor only (material not returnable) $417.06 labor credit - see material breakdown below.
12	6" x 6" Tee	1 EA	1 EA	Amount of credit is for labor only (material not returnable) $233.37 labor credit - see material breakdown below.
13	8" x 6" Tee	3 EA	1 EA	Amount of credit is for labor only (material not returnable) $180.48 labor credit - see material breakdown below.
14	6" x 2" Reducer	1 EA	1 EA	Amount of credit is for labor only (material not returnable) $114.37 labor credit - see material breakdown below.
15	8" x 4" Reducer	3 EA	1 EA	Amount of credit is $220.66
16	Water Main Sample Tap	6 EA	5 EA	Amount of credit $2956.90-One installed @ Approx. Sta. 51+00
17	8" x 22.5 Bend	1 EA	1 EA	Amount of credit is for labor only(material not returnable) $208.14 credit. See below
18	8" x 90 Bend	2 EA	None	No Credit - It takes just as much labor to roll pipe as to install fitting.
19	6" x 90 Bend	2 EA	1 EA	Amount of credit is for labor only(material not returnable) $59.27 credit. See below
24	6" Check Valve, B&C	1 EA	1 EA	Amount of credit is for labor only (material not returnable) $1443.11 labor credit - see material breakdown below.
25	8" Check Valve, B&C	1 EA	None	Item installed per plan, removed on change order, not returnable, no labor credit.

Additions

Item No.	Item	Plan Quantity	Addition	
22	Air Release Valve	1 EA	2 EA	Amount of addition is $3299.66

	ITEM 11	Item 12	Item 13	Item 14	Item 17	Item 19	Item 24
Material Cost	$286.10	$175.91	$263.66	$81.53	$ 55.00	$ 134.10	$1,432.66
O & P	$42.90	$26.38	$39.55	$12.23	$ 8.25	$ 20.12	$ 214.90
Subtotal	$329.00	$202.30	$303.21	$93.76	$ 63.25	$ 154.22	$1,647.56
Tax/Bond	$19.54	$12.01	$18.01	$5.57	$ 3.80	$ 9.25	$ 97.86
Total Material not returnable	$348.54	$214.31	$321.22	$99.33	$ 67.05	$ 163.47	$1,745.42
Contract Amount of Item	$765.60	$447.68	$501.70	$213.70	$275.19	$222.74	$3,188.53
Total of credit per item	$417.06	$233.37	$180.48	$114.37	$208.14	**$ 59.27**	$1,443.11

Total Deductions	$8,991.53
Total Additions	$3,299.66
Total Credit for Waterline	$5,691.87

PINE CREEK CANYON ROAD

FINAL WATER MAIN COSTS

NOVEMBER 02, 2012

Funded Amount

Bid Price	$283,590.53
Deduction for HDPE Pipe	(60,000.00)
Net Contract Price	$223,590.53
20% Contingency	44,718.11
Total Funded Amount	**$268,308.64**

Total Project Costs

Net Contract Price	**$223,590.53**

Approved Change Orders

C.O. 1 (Pipe Adjustment)	$13,759.20
C.O. 4 (Booster Vault)	2,733.89
C.O. 5 (Service Stops, etc)	5,899.77
C.O. 6 (Check Valve Bypass)	4,157.26
C.O. 8 (Pipe Fittings Credit)	(5,691.87)
Approved Change Orders	**$20,858.25**

Projected Total Project Cost	**$244,448.78**
Funded Amount Remaining	**$23,859.86**

Verde Engineering Group PLLC

Letter of Transmittal

RECEIVED
NOV 07 2012
GILA COUNTY
PUBLIC WORKS

Date: November 2, 2012

To: Steve Sanders, Deputy Director
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

From: Ralph Bossert
Verde Engineering Group
1109 North McLane
Payson, AZ 85541

Re: Pine-Strawberry Water Improvement District
Pine Creek Canyon Road
Proj. 10-09

Dear Steve:

Enclosed is Change Order #8 approved for a deduction of $5,691.87.
We believe, with this Change Order, the amount remaining in the PSWID Contingency Fund is $23,859.86 as shown on the attached tabulation.

Please contact us with any questions or comments.

13

Cc: Carson Construction
Brad Cole/PSWID

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #9
DATE: 10/29/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:
Additional footage on Keystone walls

APPROVED: J Hemms
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ (3,130.59)
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,440,749.62
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 7,957.08
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,448,706.70

The Contract Time will be **(increased)** decreased) (unchanged) by 3 days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash Street
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY Joseph M. Alvarez	BY J Hemms	BY [signature]
DATE 10/31/2012	DATE 10/29/2012	DATE 11/26/12

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G701-1987

CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

October 29, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #9 Worksheet

Description:

Additional footage on Keystone Walls

.

1.	Additional 414 Square Footage @ $19.22 a sf	$ 7,957.08
	Total additional cost	$ 7,957.08

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CHANGE ORDER NUMBER: #10
DATE: 10/29/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 4,826.49
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,448,706.70
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 5,251.40
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,453,958.10

The Contract Time will be (increased) decreased) (unchanged)
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 10/31/2012	DATE 10/29/2012	DATE 11/26/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

October 29, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #10 Worksheet

Description:

Additional Shotcrete

.

1. 620 sf of Additional shotcrete protection from CO#3 @ $8.47 per sf $ 5,251.40

Total additional cost $ 5,251.40

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #11
DATE: 11/27/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Shotcrete for slopes and V ditches - per Gila County and CL Williams

APPROVED: J Kemms
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 9,810.48
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,453,690.69
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 37,067.56
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,490,758.25

The Contract Time will be **(increased)** decreased) (unchanged) **by 4 days.**

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY Joseph M. Shafer	BY J Kemms	BY Steve Sanders
DATE 12/4/2012	DATE 11/27/2012	DATE 12/21/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

November 27, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #11 Worksheet

Description:

Shotcrete for slopes and V ditches - per Gila County and CL Williams

.

1. 5660 sf of shotcrete protection @ $4.75 per sf	$26,885.00
2. Sub grade preparation on Slopes	$ 3,792.20
Subtotal	$30,677.20
O&P (15%)	$ 4,601.58
Taxes & Bond (7.3% of 65%)	$ 1,788.78
Total additional cost	$37,067.56

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #12
DATE: 11/27/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

Additional Rip Rap

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 47,223.08
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,491,103.29
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 8,378.47
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,499,481.76

The Contract Time will be **(increased)** decreased) (unchanged) **of 7 Calendar Days**

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY Joseph M. Stoia	BY	BY
DATE 12/4/2012	DATE 11/27/2012	DATE 12/7/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

November 27, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #12 Worksheet

Description:

Additional Rip Rap

.

1. Additional 116.4 of Dumped Rip Rap, Item #903.1 @ $71.98 per cy $ 8,378.47
   65.2 cy @ Trails end (Sta 54+00LT)
   32.5 cy @ Portal North (Sta 42+24LT to 48+36LT)
   15 cy @ Driveway (Sta 54 +20RT)
   3.7 cy @ Pipe outlet splash pad (Sta 42+76LT)

Total additional cost $ 8,378.47

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #13
DATE: 11/27/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 55,601.55
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,499,481.76
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 3,294.52
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,502,776.28

The Contract Time will be **(increased)** decreased) (unchanged) **4 Calendar Days**

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 12/4/2012	DATE 11/27/2012	DATE 12/2/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

November 27, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #13 Worksheet

Description:
83 LF of additional CMP pipe

1. Additional CMP 12" Line item #621.1- 30' total @ $38.59	$ 1,157.70
a. Portal South Parking Lot (Sta 32+75LT) 20' of 12" CMP w/ Coupler band and labor	$ 13.00
b. Keystone wall/splash pad (Sta 42+76LT) 10' of 12" CMP w/ Couplet band, 90 degree elbow and labor	$ 135.84
2. Additional CMP 15" Line item #621.2 - 53' total @ $36.21	$ 1,919.13
a. Extra Driveway (Sta 54+00RT) 33.5' of 15" CMP	
b. Driveway for Portals Common Area (Sta 36+10LT) 9.5' of 15" CMP w/ (2) Coupler bands and labor	$ 26.00
c. Extension @ Gurkin DW (Power Pole) (Sta 42+30LT) 10' of 15" CMP w/ Coupler band and labor	$ 13.00
Subtotal	$ 3,264.67
O&P (on parts/labor only)	$ 28.18
Taxes/Bond (on parts/labor only)	$ 1.67
Total additional cost	$ 3,294.52

If you have any questions please call

Janet Lemons
Office Manager

Attachment F - AIA form G701

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #14
DATE: 12/4/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

ACFC deduction

APPROVED: JHemms
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 55,256.51
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,499,136.72
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ (42,900.55)
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,456,236.17

The Contract Time will be (increased) decreased) (unchanged)
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY Joseph M. Akers	BY JHemms	BY
DATE 12/5/2012	DATE 12/4/2012	DATE 12/21/12

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GARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 4, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #14 Worksheet

Description:
Deduction for ACFC – removed from job.

1. ACFC deletion		$-42,900.55
	Total additional cost	$-42,900.55

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CHANGE ORDER NUMBER: #15
DATE: 12/4/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

25% deduction for item # 340.3

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 12,355.96
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,456,236.17
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ (1,005.41)
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,455,230.76

The Contract Time will be (increased) decreased) (unchanged)
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 12/5/2012	DATE 12/4/2012	DATE 12/21/12

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GARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 4, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #15 Worksheet

Description:
25% reduction of item # 340.3

1. 25% reduction of item #340.3		$ -1005.41
	Total additional cost	$ -1005.41

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #16
DATE: 12/5/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

Deletion of line item #340.2

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 11,350.55
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,455,230.76
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ (3,116.93)
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,452,113.83

The Contract Time will be (increased) decreased) (unchanged)

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 12/6/2012	DATE 12/5/2012	DATE 12/21/12

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 5, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #16 Worksheet

Description:
Deletion of line item #340.2

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1. Deletion of line item #340.2		$ -3,116.93
	Total additional cost	$ -3,116.93

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #17
DATE: 12/18/2012
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

The Contract is changed as follows:

Additional asphalt and ABC for driveways

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 11,528.14
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,455,408.35
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 17,346.35
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,472,754.70

The Contract Time will be **(increased)** decreased) (unchanged) by 4 calendar days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY _____	BY _____	BY _____
DATE 1/18/2013	DATE 12/18/2012	DATE 1-24-13

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 18, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #17 Worksheet

Description:
Additional asphalt and ABC for driveways

.

1. Additional 95 tons of asphalt for driveways @ $102.82 (this includes deduction of 16 tons for 2 driveways paid by resident owners)	$ 9,767.90
2. Additional 165 cy of ABC for driveways @ $ 45.93 (this includes deduction of 20 cy for 2 driveways paid by resident owners)	$ 7,578.45
Total due	$17,346.35

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #18
DATE: 12/18/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Fog Seal Rd, Additional striping and brass survey monuments

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 28,874.49
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,472,754.70
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 9,044.68
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,481,799.38

The Contract Time will be (increased) decreased) (unchanged)

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 1/18/2013	DATE 12/18/2012	DATE 1-24-13

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 18, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #18 Worksheet

Description:
- Fog Seal of Pine Canyon Creek Rd. instead of ACFC
- Additional striping
- Brass monuments

1. Fog Seal	$ 3,224.20
a. Sweeper	$ 935.00
b. Tractor, operator and 2 laborers for 10 hours	$ 1,090.00
2. 801 additional l.f. of White permanent Pavement Mark (4") $ $2.88 l.f.	$ 2,306.88
3. Additional for 2" Flat brass survey monuments	$ 168.78
Subtotal	$ 7,724.86
O&P (15%) (non on item 2)	$ 812.70
Taxes/Bond (7.6%)	$ 507.12
Total additional cost	$ 9,044.68

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #19
DATE: 12/18/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Gerkin Residence improvements (Fence and septic)

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 37,919.17
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,481,799.38
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ ~~7,748.45~~ $2,080.83
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,489,547.83

1/18/2013

The Contract Time will be **(increased)** decreased) (unchanged) by 14 calendar days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: REMAINING AMOUNT TO BE INCLUDED ON CO #23.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY _____	BY _____	BY _____
DATE 1/18/2013	DATE 12/18/2012	DATE 1-24-13

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 18, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #19 Worksheet

Description:
Gerken residence improvements (Fence and septic)

1. Labor, material and equipment to install 54 l.f of decorative Fence	
5'4" Fence Panels (9 ea @ $67.50)	$ 607.50
70" Post (10ea at 24.99)	$ 249.90
Concrete Mix (10 bags ea @ $2.26)	$ 22.60
(1) Supervisor and (2) laborers for 20 hrs ea.	$ 1,690.00
Equipment: 1 ton flatbed truck and 4 KW Generator	$ 400.00
Subtotal:	$ 2,970.00
2. Labor, material and equipment to Modified 82 l.f. of leech field	
HDPE Liner (225 SF @ $1.00 per SF)	$ 225.00
Leach Rock (60 Tons at 15.25 per ton)	$ 915.00
PVC Pipe and Fittings (100 LF @ $4.15 per LF)	$ 415.00
Dist. Box	$ 75.00
Excavate, Backfill and Repair MSE (60 cy)	$ 1,760.00
Subtotal:	$ 3,390.00
Subtotal	$ 6,360.00
O&P (15%)	$ 954.00
Taxes/Bond (7.6%)	$ 434.45
Total additional cost	$ 7,748.45

2080.83

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #20
DATE: 12/18/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Extra Work at Portals I & II

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 45,667.62
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,489,547.83
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 18,596.79
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,508,144.62

The Contract Time will be **(increased)** decreased) (unchanged) by 7 calendar days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 1/18/2013	DATE 12/18/2012	DATE 1-24-13

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 18, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #20 Worksheet

Description:
- Extra work at Portals I & II

1. Height increase of retaining wall (additional 196 s.f.) @ $89.21 per s.f.(no markup)	$17,485.16
2. Labor, materials to furnish & install ¾" conduits for gates	$ 919.16
Subtotal	$18,404.32
O&P (15%)	$ 137.87
Taxes/Bond (7.6%)	$ 54.60
Total additional cost	$18,596.79

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

AIA DOCUMENT G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

CHANGE ORDER NUMBER: #21
DATE: 12/18/2012
ARCHITECT'S PROJECT NO.: 8005

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Extra asphalt and ABC from end of project to Trails End Intersection

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 64,264.41
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,508,144.62
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 6,789.63
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,514,934.25

The Contract Time will be **(increased)** decreased) (unchanged) by 1 calendar days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY _____	BY _____	BY _____
DATE 1/18/2013	DATE 12/18/2012	DATE 1-24-13

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

December 18, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #21 Worksheet

Description:
Extra Asphalt and ABC from end of project to Trail End Intersection

1. 39.5 tons of asphalt @ $102.82 per ton	$ 4,061.39
2. 59.4 cy of ABC @ $45.93 per cy	$ 2,728.24
Total additional cost	$ 6,789.63

If you have any questions please call

Janet Lemons
Office Manager

CHANGE ORDER

Attachment F - AIA form G701

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

AIA DOCUMENT G701

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CHANGE ORDER NUMBER: #22
DATE: 1/31/2013
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:

Extra Cost for re designing

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ ~~1,443,880.21~~ 1,383,880.21
Net change by previously authorized Amendment	$ 71,054.04
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ ~~1,514,934.25~~
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	okay $ ~~10,242.93~~
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ ~~1,525,177.18~~

The Contract Time will be (increased) decreased) (unchanged)

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 2/6/2013	DATE 1/31/2013	Approved with changes DATE 3-20-13

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G701-1987

CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

January 31, 2012

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #22 Worksheet

Description:
- Cost for extra survey work

1. Extra Cost for Re-Designing – see attached invoice from Anderson-Nelson	$ 8,407.50
Subtotal	$ 8,407.50
O&P (15%)	$ 1,261.12
Taxes/Bond (7.6%)	$ 574.31
Total additional cost	$ 10,242.93

If you have any questions please call

Janet Lemons
Office Manager

Rupert Lemon
Carson Construction
January 22, 2013

Extra Cost for Re-Designing:
The following is for Re-staking & Calculations:

1.	Engineer Re-design of SR95 Intersection	$380.00
2.	Engineer Re-design of PLG Cross-Slope 23+00 to 27+00	$380.00
~~3.~~	~~Engineer Re-design of Slope Paving 36+15.43LT~~ Change order #3	~~$1,140.00~~ CO# 3
4.	Engineer Re-design of Keystone Walls	$2,042.50
5.	Engineer Re-design of North Portal	$950.00
6.	Anderson-Nelson Re-Design to match Hidden Pines (Chuck Approved)	$285.00
7.	Anderson-Nelson Re-Design to match Trails End (Chuck Approved)	$380.00
8.	Anderson-Nelson Re-Design to match Cedar (Chuck Approved)	$190.00
9.	Anderson-Nelson Re-Design to match Oak leaf (Chuck Approved)	$475.00
10.	Anderson-Nelson Re-Design to match 53+00 to 57+00 (Chuck Approved)	$855.00
11.	Anderson-Nelson Re-Design Storm Pipe Oak Leaf & 54+00 (Chuck Approved).	$380.00
12.	Anderson-Nelson Re-Design to match Underground Conflicts (Chuck Approved).	$1,520.00
13.	Anderson-Nelson Re-Design to match Existing Driveways	$570.00
~~14.~~	~~P.O. for staking existing waterline pothole locations.~~ Change order #7	~~$1,000.00~~ #7 CO
	Total	~~**$10,547.50**~~
		$8,407.50

Chuck reviewed and approved $8,407.50
2/6/2013

CHANGE ORDER

Attachment F - AIA form G701

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

AIA DOCUMENT G701

PROJECT: Pine Creek Canyon Rd.
Improvement Bid No. 111311-1
Pine, AZ

TO CONTRACTOR: Carson Construction Co., Inc.
472 E. Wickenburg Way Ste 106
Wickenburg, AZ 85390

CHANGE ORDER NUMBER: #23
DATE: 1/22/2013
ARCHITECT'S PROJECT NO.: 8005
CONTRACT DATE: 4/27/2012
CONTRACT FOR: Pine Creek Canyon Rd.

The Contract is changed as follows:
Gerkin Balance

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	$ 1,443,880.21
Net change by previously authorized Amendment	$ 81,296.97
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	$ 1,525,177.18
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 5,667.62
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	$ 1,530,844.80

The Contract Time will be (increased) decreased) (unchanged)

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

C.L. Williams	Carson Construction Co, Inc.	Gila County
CIVIL ENGINEER	CONTRACTOR	OWNER
621 S. Hillside Lane	472 E. Wickenburg Way Ste 106	1400 E. Ash
Address	Address	Address
Pinetop, AZ 85935	Wickenburg, AZ 85390	Globe, AZ 85501
BY	BY	BY
DATE 2/5/2013	DATE 1/21/2013	DATE 3-21-13

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CARSON CONSTRUCTION, INC.
472 EAST WICKENBURG WAY #106 WICKENBURG, AZ. 85390
928-684-3091 FAX 928-684-3403
CONCRETE CONTRACTING GRADING & PAVING COMMERICAL

January 22, 2013

Gila County, Project Manager
And
CL Williams

Re: Pine Creek Canyon Road
Contract # 111311-1, Purchase Order # 2012-00000688

Change Order #23 Worksheet

Description:
- Gerkin Balance

1	See Change order #19 for $2080.83 Balance = 5667.62	$ 5,667.62
	Total additional cost	$ 5,667.62

If you have any questions please call

Janet Lemons
Office Manager

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-2088 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Malissa Buzan, Community Services Division Director	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?:	No
Contract Dates Begin & End:	Unknown	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Environmental Review Record Contract No. CDBG RA 2014 Arizona Department of Housing.

Background Information

On July 16, 2013, the Board of Supervisors approved the submission of an application by the Gila County Division of Community Services, Housing Program, for Community Development Block Grant funding in the amount of $112,007. Federal funds are funneled through the Arizona Department of Housing (ADOH) and Central Arizona Government (CAG).

Funding received from this grant, if awarded, will be used to rehabilitate approximately two homes/units. Both homes are located within the boundaries of Gila County.

Evaluation

As part of the requirements to receive funding, Gila County Community Services, Housing Program, must submit an Environmental Review Record. By submitting this form, Gila County verifies that both homes meet the guidelines to receive rehabilitation services under this contract.

Conclusion

By approving this Environmental Review Record, Gila County Community Services Division, Housing Program, will be in compliance with said application.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Environmental Review Record.

Suggested Motion

Approval of an Environmental Review Record Contract No. CDBG RA 2014 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Program, which is part of an application for FY 2013/2014 Community Development Block Grant (CDBG) funds in the amount of $112,007, and if awarded, said funds will be used for a proposed CDBG housing rehabilitation project in Gila County for the period of November 1, 2013, through October 30, 2015.

Attachments

Environmental Review Record Contract No. CDBG RA 2014 ADOH

Community Development Block Grant Application FY 2013 ADOH

Legal Explanation

Arizona Department of Housing

E-CK.4 CHECKLIST FOR HOUSING REHABILITATION PROJECTS (NON FLOODPLAIN)

ADOH Contract No.:CDBG RA 2014 Activity No.:1 and 2

ENVIRONMENTAL REVIEW RECORD
Checklist for HOUSING REHABILITATION PROJECTS
(not located in a floodplain/wetlands)

In addition to the forms/documents listed, any additional ERR-related documents and correspondence should be included in this file. If an item is not applicable, indicate with N/A

Date Completed	Item
10-01-13	E-CO: Certifying Officer Designation
n/a	E-CO.1: Compliance Officer Designation (For Non-Profits Only)
10/01/13	Map of Project Location
10/01/13	Floodplain Map with project location clearly marked Note: If project is determined to be in a floodplain/wetland, use the Checklist for Housing Rehabilitation Floodplain/Wetlands, Form E-CK.5
10/01/13	Form E-1: Project Narrative
10/01/13	Form E-3: Determination Form
10/01/13	Form E-HR.1: Rehabilitation Environmental Review (if project is determined to be in floodplain/wetlands, use Checklist for Housing Rehabilitation - Floodplain/Wetlands, Form E-CK.5)
10/01/13	Form E-DD: Date Determination
____	Form E-P.2 (Draft of NOI/RROF) and copy of ERR (all items listed above including back up documentation) sent to ADOH for approval

Date Completed	Item
____	ADOH approval received
____	Documentation that E-P.2 mailed to federal, state or local agencies and organizations and individuals known to be interested in the project.
____	Publish E-P.2 in local Newspaper
____	Affidavit of Publication received
____	Form E-12 (Request for Release of Funds and Certification) *with original signature*, copies of E-P.2 publication and affidavit mailed to ADOH.
____	Form E-13: Authority to Use Grant Funds (issued by ADOH or HUD)
____	E-HR.2 Appendix A for each individual assisted unit (must be completed prior to construction)

Arizona Department of Housing

E-CO CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Michael A. Pastor , Chairman, Gila County Board of Supervisors, of **Gila County** is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of ADOH CDBG funds, Contract Number: CDBG RA

Date: **10/1/2013** Designated by: _____

Melissa Buzan, Director, Community Services Division

Acknowledgement:

I, **Michael A. Pastor , Chairman, Gila County Board of Supervisors**, accept the responsibilities of the Certifying Officer for **Gila County** , as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature: _____ Date: 10/01/2013

Michael A. Pastor
Chairman, Gila County Board of Supervisors

Arizona Department of Housing

E-1 PROJECT NARRATIVE

Recipient: **Gila County**
ADOH Contract No.: **2014 CDBG RA**

ADOH ENVIRONMENTAL REVIEW RECORD
PROJECT NARRATIVE

1. Project Title: **Owner Occupied Housing Rehabiltiation**

2. Project Description: (attach additional pages as necessary) We will provide Owner Occupied Housing Rehabiliation to two homes in Gila County. This activity will be conducted within Gila County boundaries.

   Complete item a and b if the information is not included in the attachment.

   a. Geographic Location (street names, compass direction, relation to town limit):
   Project #1: [redacted]
   Project #2: [redacted]

   b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
   Project #1: 3 bedroom home, approx. 1200 sq ft.
   Project #2: 3 bedroom home, approx. 1000 sq. ft.

   c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
   Both Project #1 and Project #2 are in fully developed residential areas.

   d. Purpose (i.e., to improve traffic and driving conditions by widening roads):
   Improve community/neighborhood by upgrading the individual housing units.

   e. Cost:

Federal Funds	Source: **CDBG RA**	$	112,007.00
Leverage/Other	Source: **HOME 309-13**	$	$440,000.00
Leverage/Other	Source: **All Other**	$	$150,000.00
	TOTAL	$	702,007.00

4. Map attached with project site clearly marked: Yes ☒

5. Prepared By:

   Name: **Malissa Buzan**

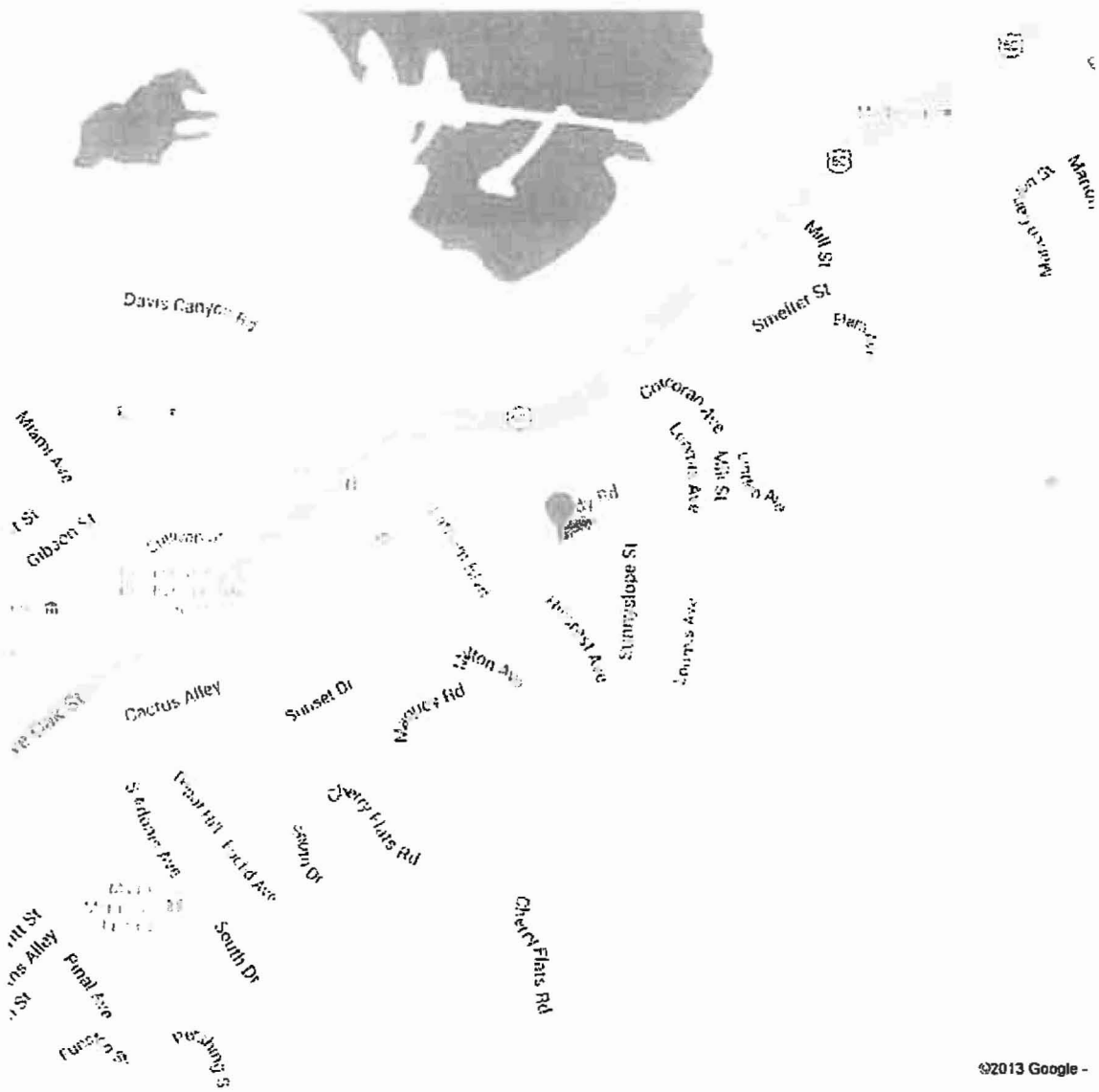
   Signature: [signature]

[redacted]

Google

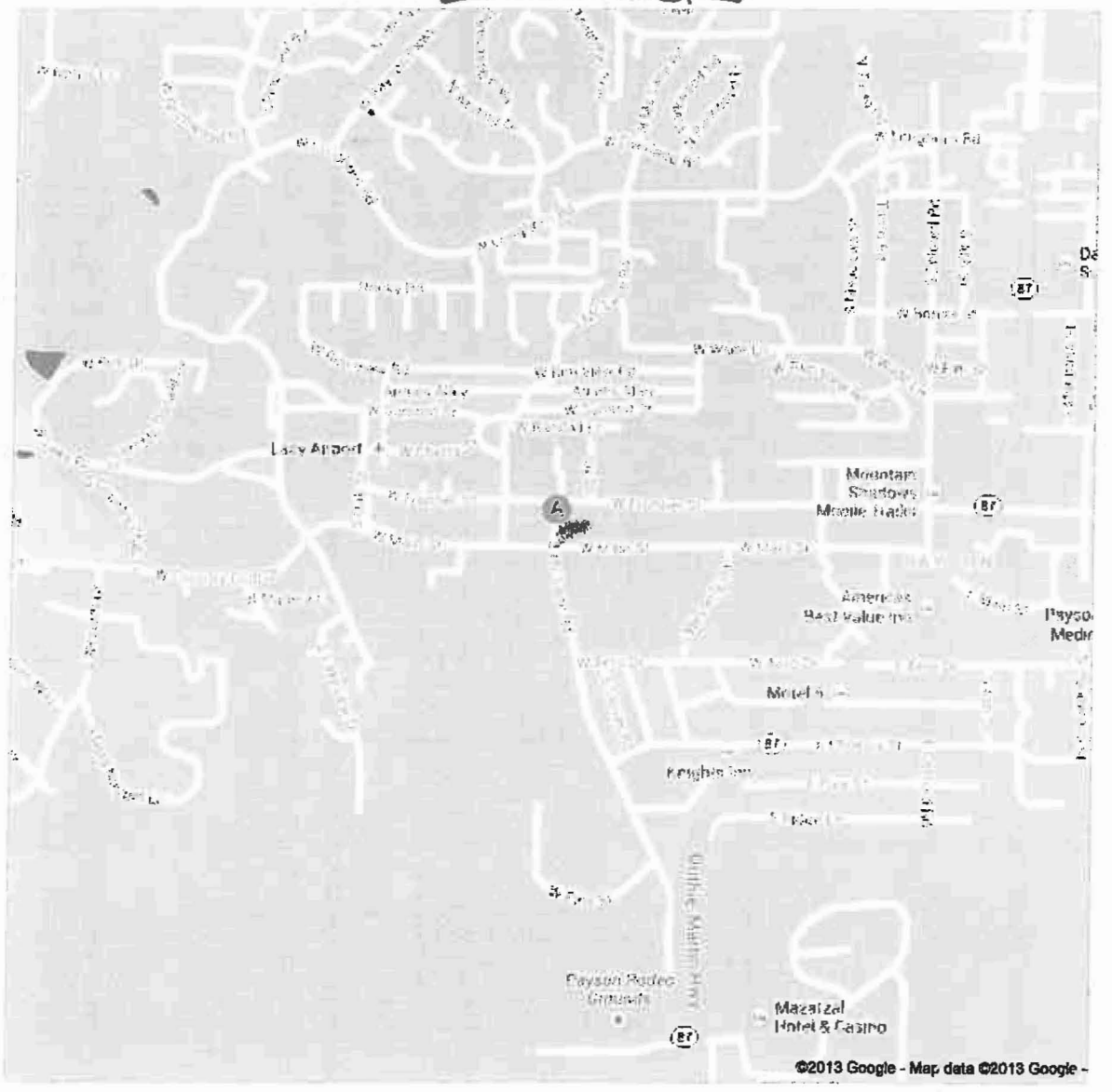
Address [redacted]

Get Google Maps on your phone
Text the word "GMAPS" to 466453



Google

Addres[redacted]



A

APN: 206-12-071

GILA COUNTY, AZ

STANDARD FLOOD HAZARD DETERMINATION

Vicinity: Town of Miami

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) JURISDICTION

1. NFIP Community Name	2. County	3. State	4. NFIP Community No.
Gila County	Gila	AZ	040028

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING / MOBILE HOME

1. FIRM Panel	2. FIRM Effective Date	3. LOMA/LOMR	4. Flood Zone
04007C 2113D	12/4/2007		X

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

1. X Federal Flood Insurance is available (Community is in NFIP) X Regular Program

D. DETERMINATION

1. In SFHA?	N	
1a. In Floodway?	<Not Available>	
1b. BFE (for insurance)	<Not Available>	feet (NAVD 1988 datum)
1c. RFE (lowest floor elevation)	<Not Available>	feet (NAVD 1988 datum)
2. Regulated Grading/Drainage?	N	
2a. RFE for Grading/Drainage	<Not Available>	feet (above flowline of adjacent watercourse)
2b. Erosion Setback	If Straight Channel:	<Not Available> feet from nearest top of bank
	If On Outside of Bend:	<Not Available> feet from nearest top of bank

E. COMMENTS:

<Not Available> means that the particular information has not been entered into the database from which this report was printed. Such information may be available elsewhere. This information is provided as preliminary information for purposes of planning building projects, and is not intended for other purposes. This is the best available information at the time of the determination. Data is subject to change over time. No guarantee is expressed or implied regarding the accuracy of this data or its suitability for a particular purpose. Official floodplain information is obtained only from the Federal Emergency Management Agency publications.

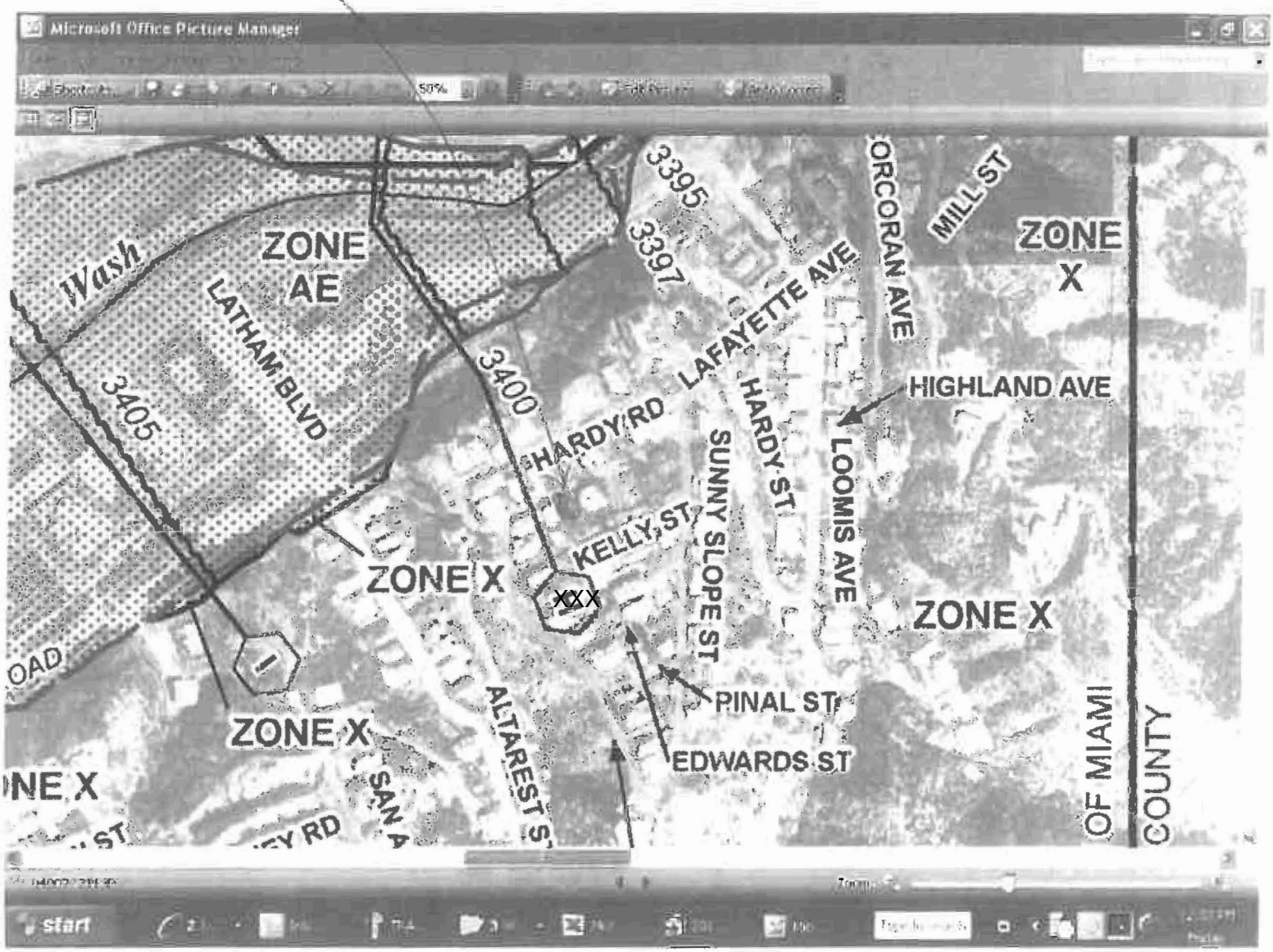
F. PREPARER'S INFORMATION

Gila County Floodplain Management
1400 East Ash St, Globe, AZ 85501
928-425-3231, Ext. 7110

Determination Date: 10/25/2010 (not valid if before 4/15/2008)

Prepared by: SFHD Database

XXXXXXXXX



Friday, Aug 30, 2013 12:58 PM

Town of Payson

Flood Hazard Determination Form*

PHONE: (520) 474-5242
FAX: (520) 472-7490

Date: 8/29/13 Property Owner: [redacted]

Property Street Address: [redacted]

Legal Description (Subdivision and Lot Number): [redacted]

Requested By: CHRISTINE LOPEZ Phone: 928) 402-8694 Fax: 928) 425-9468

Mailing Address: 515 S. APACHE AVE, STE 200, GLOBE, AZ 85501

Report Information Below Filled out by Town Staff

The following determination is based upon the above information:

✓ FIRM Community #: 040107 Panel Number #: 0427 FIRM Date: December 4, 2007

___ Based upon the above information, a determination of the property's location cannot be made on the FIRM.

___ A determination of the property's zone cannot be made because the property is located outside the FEMA study area.

✓ The property is located on Flood Insurance Rate Map (FIRM) Zone; circle one: D or (X). These zones are outside any delineated 100-year floodplain. Flood insurance is available, but not required by the Federal Insurance Administration, for buildings concerned with a federally insured loan. Flood insurance is optional at the discretion of the owner or lending institution.

___ The property is located wholly or partially within Special Flood Hazard Area (SFHA) Zone; circle one: A; AO; AE; AH; A99. These are areas of 100-year flooding. Federal law requires flood insurance as a condition of a federally insured mortgage or loan secured by buildings within a Special Flood Hazard Area (SFHA) zone.

NOTE: This determination is based on the Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in a special Flood Hazard Area may be damaged by a flood greater than that predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of the town, or any officer or employee thereof, for any damages that result from reliance on this determination.

Signature: [signature] CFM Date: 8/29/13
Records Representative / Floodplain Administrator's Staff

*If lender or owner disputes this determination, they may request the Federal Emergency Management Agency to review this determination in compliance with Section 524 of the National Flood Insurance Reform Act of 1994. This can be accomplished by sending this documentation along with an $ 80 payment in U. S. Funds, check or money order made payable to "National Flood Insurance Program" to: Lender Determination Review Coordinator, c/o Michael Baker Corporation, 3601 Eisenhower Avenue, Suite 600, Alexandria, VA 22304-6439.

Arizona Department of Housing

E-3 LEVEL OF ENVIRONMENTAL REVIEW

RECIPIENT **GILA COUNTY**
ADOH Contract No: CDBG RA 2014

ADOH ENVIRONMENTAL REVIEW RECORD

LEVEL OF ENVIRONMENTAL REVIEW

Determine the type of environmental review necessary by checking the box that best describes the activity.

A. EXEMPT ACTIVITIES

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.

☐ Environmental or other studies, resource identification, development of plans and strategies

☐ Information and financial services

☐ Administration and management Activities

☐ Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs

☐ Inspections and testing of properties for hazards or defects

☐ Purchase of insurance

☐ Purchase of tools

☐ Engineering or Design costs

☐ Technical assistance and training

☐ Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration

☐ Payment of principal and interest on loans made or obligations guaranteed by HUD

2. **The following activities are Categorically Excluded** (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities.

☐ Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.

☐ Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.

☐ Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

Arizona Department of Housing

2. **EXEMPT Activities** (cont'd)

☐ Economic development activities including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.

☐ Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closings costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title. **(Dwelling units located in a Floodplain cannot be downgraded to exempt)**

☐ Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

B. CATEGORICALLY EXCLUDED activities. Check the appropriate box and complete the required documentation for CE activities.

☐ An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.

☐ Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*other than buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.

Examples: Replacement of water or sewer lines, sidewalk/curb reconstruction, street repaving.

☐ Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

☒ Rehabilitation of a single family dwelling up to 4 units (*the "unit" reference pertains to the number of units to be included with each contract with a General Contractor*) if the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or wetland.

☐ Rehabilitation of multi-family if unit density is not changed more than 20%, the project does not involve changes in land use from residential to non-residential, the footprint of the building is not increased in a floodplain and the estimated cost of the rehab does not exceed 75% replacement value.

☐ Non residential rehabilitation (commercial, industrial, public buildings) only IF: the facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

☐ An individual action (*new construction; development, demolition, acquisition, disposition or refinancing)* on up to 4 dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between

☐ An individual action (*new construction; development, demolition, acquisition, disposition or refinancing)* on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.

☐ Acquisition (including leasing) or disposition of, or equity loans on an existing structure; , or disposition of an existing structure; or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use.

C. Those activities not described in Section A or B requires an **ENVIRONMENTAL ASSESSMENT**. Check the box below and complete the required documentation for EA activities.

Arizona Department of Housing

D. Level of Environmental Review:

- ☐ This project is Exempt
- ☐ This project is Categorically Excluded not subject to Sec. 58.5 – DOWNGRADED TO EXEMPT.
- ☒ This project is Categorically Excluded
- ☐ This project requires an Environmental Assessment

Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

_____ _____

Signature Date

Responsible Entity *(insert name and title)* Michael A. Pastor, Chairman, Board of Supervisors

_____ _____

Signature Date

Arizona Department of Housing

Recipient:Gila County
ADOH Contract No.CDBG RA 2014

E-4 - STATUTORY WORKSHEET

[HUD Region IX Recommended Format – Revised 2011- previous versions are obsolete]
Use this worksheet only for projects that are Categorically Excluded per 24 CFR Section 58.35(a).
(NOTE: Compliance with the laws and statutes listed at 24 CFR § 58.6 must also be documented)

24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project: Owner Occupied Housing Rehabilitation

This proposal is determined to be categorically excluded according to: 24 CFR § 58.35

DIRECTIONS – Write "A" in the Status Column when the proposal, by its scope and nature, requires no mitigation or formal consultation in order to be in compliance with the related laws and regulations; OR write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation. Regardless of whether "A" or "B" is noted, the compliance determination must be recorded and credible, traceable and supportive source documentation must be supplied. (Refer to the "Statutory Worksheet Instructions")

Compliance Factors:

Statutes, Executive orders, and Regulations listed at 24 CFR §58.5	Status A	Status B	Compliance Determination & Documentation (letters, phone calls, on-site visit dates, etc.) MUST BE CITED
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	☐	☒	State Historic Preservation Office (SHPO) letters received and included in project files, as well as ERR File
2. Floodplain Management [24 CFR 55, Executive Order 11988]	☐	☒	Gila County Community Development, William Hanna Standard Flood Hazard Report A received on two projects, included in project files, as well as, ERR File
3. Wetland Protection [Executive Order 11990]	☒	☐	
4. Coastal Zone Management Act [Sections 307(c), (d)]	☒	☐	
5. Sole Source Aquifers [40 CFR 149]	☒	☐	
6. Endangered Species Act [50 CFR 402]	☒	☐	
7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	☒	☐	
8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	☒	☐	

Arizona Department of Housing

9. Farm Land Protection Policy Act [7 CFR 658]	☒	☐	
10. Environmental Justice [Executive Order 12898]	☒	☐	
11. **HUD Environmental Standards** Noise Abatement and Control [24 CFR 51B]	☒	☐	
Explosive & Flammable Operations [24 CFR 51C]	☒	☐	
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	☒	☐	
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	☒	☐	

DETERMINATION:

☐ This project converts to EXEMPT, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project; OR

☒ This project cannot be converted to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation/mitigation protocol requirements. **Publish NOI/RROF and obtain Authority to Use Grant Funds** (ADOH E-13/HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; OR

☐ The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare EA according to 24 CFR Part 58 Subpart E.

Prepared by *(insert name and title)Malissa Buzan, Gila County Community Services Division Director*

Signature _____ Date _____

Responsible Entity *(insert name and title)* Michael A. Pastor, Chairman, Gila County Board of Supervisors

Signature _____ Date _____

Arizona Department of Housing

E-HR.1 REHABILITATION ENVIRONMENTAL REVIEW (HUD FORM RER 2011)

Recipient: Gila County
ADOH Contract No.: CDBG RA 2014

[This **RER** tiered review format {per 24CFR §58.15} may only be used for the environmental review of the **rehabilitation of existing single family residential structures** per §58.35(a)(3)(i) with or without the acquisition and/or the disposition of the existing structure per §58.35(a)(5). it may also be used for the acquisition/rehabilitation/disposition of individual units in a multi-family structure, but ***not*** for the rehabilitation/acquisition/disposition of an entire multi-family building per §58.35(a)(3)(ii), where environmental review using a Statutory Worksheet may be appropriate]. **It may not be used for projects involving changes of use or new construction activities.**

Program/project name and description: (Include maximum number of units and maximum grant/loan amounts)
Gila County Owner Occupied Housing Rehabilitation will assist approximately 2 units with a maximum of $40,000 investment per project.

From (month/year): 11/01/13 **To (month/year): 10/30/2015**

Area of Consideration: (Define the geographic area from which applications for this rehabilitation program will be accepted. Attach a composite map showing target area of consideration and floodplains).

Project #1 is located at [redacted] **and Project #2 is located at** [redacted]

INSTRUCTIONS for completing the RER (2011)

The Factors addressed in this RER review phase apply to the entire **area of consideration**. Prepare an **RER** form **once for the maximum scope and magnitude of each program** that meets the criteria of rehabilitation/acquisition/disposition at §58.35(a)(3) and (5), and retain it in the Environmental Review Record (**ERR**). A new RER must be completed whenever there is a new Consolidated Plan, Public Housing Plan or changes in the area of consideration or changes in the environmental conditions which could affect the program. After completion of the RER, publish or disseminate a Notice of Intent to Request Release of Funds (NOI/RROF) according to §58.70. The **NOI/RROF** shall identify the issues to be addressed in the **site-specific review phase (Appendix A 2012). Do not commit HUD funds** to any specific activity **before obtaining the Authority to Use Grant Funds** (HUD form 7015.16 {ADOH Form E-13}) for the program **or before successfully completing the site-specific Appendix A 2012.**

Site specific factors listed at Sections 58.5 and 58.6 (including historic preservation, explosive/flammable operations, toxic substances, airport clear zones and flood insurance) shall be addressed by completing an **Appendix A** when an individual loan or grant application is received. Before **approving any site-specific loan or grant, complete the Appendix A before approving any specific loans or grants. An Appendix A shall be completed for each site to document compliance with these laws and authorities. Documents supporting compliance as well as the implementation of required mitigation measures shall be maintained in the ERR.**

AREA-WIDE FACTORS

Floodplain Management

Is any part of the area of consideration located in a Special Flood Hazard Area (**SFHA,** i.e. area designated "A" or "V" Zone by FEMA or best available information if the area is unmapped)?

☐ **YES**; complete Part I, Floodplain Management, on page 2 of this form.

☒ **NO**; provide Source Documentation (FIRM panel number(s) and dates: **FIRM Panel #0043D through 2582D dated Dec. 4, 2007.**

The entire program is in compliance with Executive Order 11988, Floodplain Management.

Coastal Zone Management

Is any part of the area of consideration within the Coastal Zone according to the California Coastal Commission, Hawaii Coastal Commission, San Francisco Bay Conservation & Development Commission or the Planning Department (for certified Local Coastal Plans)?

☐ **YES**; complete Part II, Coastal Zone Management, on page 2 of this form.

☒ **NO**; provide Source Documentation: _____

Arizona Department of Housing

NOTES: Normally, these **laws/authorities listed at 24 CFR 58.5** are not invoked by housing rehabilitation projects: Executed Order 11990 Protection of Wetlands; Endangered Species Act, 16 USC 1531 et seq. as amended, particularly 16 USC 1536, 50 CFR 402; Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et. seq., as amended [particularly Sections 7(b) and (c)]; Clean Air Act, 42 U.S.C. 7401 et seq. as amended, particularly section 176(c) and (d), Farmland Protection Act, 7 CFR 658.3(c); Noise Abatement, 24 CFR 51.101(a)(2); Sole Source Aquifers, Memorandum of Agreement between HUD Region IX and U.S. Environmental Protection Agency Region IX, dated 4/30/90, and Executive Order 12898 Environmental Justice. **However, if exceptional circumstances require compliance steps with any of these authorities, such compliance must be documented prior to approving the site-specific loan or grant.**

Part I FLOODPLAIN MANAGEMENT

1. Will this program will involve the following activities within Special Flood Hazard Areas (100 yr. floodplain): a) rehabilitation of single family units costing more than 50% of the market value of the structure before rehabilitation, or b) rehabilitation of unit in multifamily residential structures.

☐ **Yes**, proceed to question #2.

☒ **No**, compliance with Executive Order 11988 is established by program definition.

2. Comply with Executive Order 11988 by completing the 8-step-decision-making process per 24 CFR §55.20, for the entire area of consideration, before approving rehabilitation activities within a SFHA. KEEP (and attach) A COPY OF THIS 8-STEP PROCESS (including copies of all published notices) in the ERR. .

3. Did the 8-step process result in a determination that there is no practicable alternative to carrying out the residential rehabilitation/acquisition/disposition activities within the Special Flood Hazard Area (SFHA)?

☐ **Yes**; proceed ☐ **No**; proceed

4. Is the community participating in the National Flood Insurance Program?

☐ **Yes**; proceed ☐ **No**; proceed

5. Select only one of the following choices:

☐ Either the answer to questions #3 or #4 (or to both) is "No", therefore, rehabilitation activities **from this program cannot be approved within a SFHA.**

☐ Both the answer to questions #3 and #4 are "Yes", therefore, rehabilitation activities may proceed in SFHA's, subject to the implementation of mitigation measures identified in the 8-Step Process. *

(* **NOTE**: As an alternative to doing the 8-step process, the responsible entity may choose to revise the boundaries of the area of consideration (target area) to exclude all the Special Flood Hazard Areas (**SFHA**'s). However, properties within the excluded portions would then be ineligible for HUD-assisted rehabilitation loans or grants under this review).

WARNING: The Flood Disaster Protection Act (listed at §58.6) additionally mandates the purchase of **flood insurance** for buildings located in SFHA's as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities, but **not for routine maintenance** activities. Recipients with projects located in SFHA's are responsible for ensuring that flood insurance is maintained for the statutorily prescribed period and dollar amount. In the case of grants, flood insurance must be maintained for the life of the building. In the case of loans, flood insurance must be maintained for the term of the loan. The necessary documentation for compliance is the Policy Declaration form. The amount of flood insurance coverage must be at least equal to the total project cost (less the estimated land cost) or to the maximum limit of coverage made available by the Act.

Part II COASTAL ZONE MANAGEMENT

Complete this part if any part of the area of consideration lies within the designated Coastal Zone.

1. Have all rehabilitation activities under this entire rehabilitation program been found to be consistent with the applicable Coastal Zone Management Plan? ☐ Yes, proceed to next question; ☐ No; proceed to next question.

Source of this finding is:

☐ Certified local Planning Department
☐ California Coastal Commission / Hawaii Coastal Commission
☐ San Francisco Bay Conservation & Development Commission

Source Documentation (attach permit or determination of consistency): _____

a) If question #1 was answered "Yes" and documented, STOP HERE. Compliance with the Coastal Zone Management Act is established.

b) If question #1 was answered "No", obtain the coastal zone permit or determination of consistency.

DO NOT APPROVE the loan or grant within the COASTAL ZONE before doing this.

Preparer Name and Title
Malissa Buzan, Director, GCCSD

Signature Date

Responsible Entity, Certifying Officer Name
Michael A. Pastor, Chairman, Gila County Board of Supervisors

Signature Date

Arizona Department of Housing

E-DD: DETERMINING DATES FOR CE or RER

Complete all shaded areas.

NOTE: The ROF date calculated here is for use in the NOI/RROF publication. The actual ROF date may differ depending on the date notices are actually received. The actual ROF date will be the date indicated on HUD form 7015.16, Authority to Use Grant Funds.

	Days of Comment Periods	Date	Comments	Reference in NOI/RROF
First Comment Period Comments are to be directed to the local unit of government that is the grantee, or, if a nonprofit grantee, to ADOH	**Date of Publication:**	10/9/2013	**Enter Date of publication.** Save the entire newspaper page to send with the Request for Release of Funds (RROF). Keep extra copy for Environmental Review Record (ERR) file.	Top left hand corner of p.1
	Day 1	10/10/2013	Day 1 of 1st comment period is the day after publication.	Not Applicable
	2		List successive dates after Day 1 in the shaded "Date" column.	
	3			
	4			
	5			
	6			
	7	10/17/2013 (Stop!)	**Is day 7 a business day? Yes** ☒ **No** ☐ **If yes**, enter this date on the next line as the last day of 1st comment period. **If no**, enter the next business day after day 7 on the next line as the last day of 1st comment period.	
	Last day of 1st comment period	10-17-13	Do not send the RROF prior to close of business on this day. The public is entitled to 7 full days to make comments	In ¶ entitled "Public Comments"
	On or About Date:	10/18/2013	Date expected to **receive** the RROF. RROF may be faxed or mailed. If using U.S. mail, allow extra days for delivery and receipt.	1st sentence of Notice
Second Comment Period Comments are directed to ADOH or HUD (in the case of nonprofits)	Day 1		Day 1 of the 2nd comment period is the day after the "on or about date," i.e., the day after RROF is received.	Not Applicable
	2		List successive dates after Day 1 in the shaded "Date" column.	
	3			
	4			
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	8			
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	13			
	14			
	15	(Stop!)	**Is day 15 a business day? Yes** ☐ **No** ☐ **If yes**, enter this date on the next line as the last day of 2nd comment period. **If no**, enter the next business day after day 15 on the next line as the last day of 2nd comment period.	
	Last day of 2nd Comment Period:		The last day of the 2nd comment period must be a business day.	The last sentence in Notice
	Release of Funds (ROF) Date:	**10-18-13**	**The day after last day of 2nd comment period.** This date does not have to be a business day, but it **cannot** be a federal holiday. If a federal holiday, use the day after the holiday as the ROF date. This ROF date is calculated here for use in the publication. DO NOT INCUR PROJECT COSTS until HUD 7015.16 is received.	

E-P.6 - NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR RESIDENTIAL REHABILITATION PROJECTS USING RER/APPENDIX A TIERED REVIEW PROTOCOL

October 9, 2013

Name of Responsible Entity [RE]: Gila County Board of Supervisors

Address: 5515 S. Apache Ave., Suite 200

City, State, Zip Code: Globe, Arizona 85501

Telephone Number of RE: 928-425-7631

REQUEST FOR RELEASE OF FUNDS

On or about October 17, 2013 the Gila County will authorize Gila County Housing Services to submit a request to the Arizona Department of Housing for the release of CDBG funds under Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to undertake a project known asOwner Occupied Housing Rehabilitation, for the purpose of:
conducting an owner-occupied housing rehabilitation program for two projects with approximately $112,007 in CDBG Program funds.

During the period January 1, 2013 through June 30, 2015 approximately $112,007.00 will be used by Gila County Housing Services to rehabilitate approximately two homes/units. The area of consideration for this program is: project #1 is located within the Town of Miami boundaries, and the project #2 is located in the Town of Payson.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA). An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Gila County Community Services Division - 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501and may be examined or copied weekdays from 8:00 A.M to 5:00 P.M. Gila County will use the Appendix A format to supplement this ERR with additional site-specific reviews further addressing Historic Preservation, Explosive and Flammable Operations, Airport Clear Zones, Flood Insurance, Toxic Substances and Hazardous Materials prior to approving any loan or grant under these programs.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Gila County Community Services Division, Malissa Buzan, Director, at 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501. All comments received by [insert date - if published, date must be 7 days after (not including the) day of publication. If posted, the date must be 10 days after (not including the) day of posting] will be considered by the Gila County Board of Supervisors prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The Gila County Board of Súpervisors certifies to Arizona Department of Housing that Michael A. Pastor in his capacity as Chairman of the Gila County Board of Supervisors consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. Arizona Department of Housing's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Gila County Housing Services to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Arizona Department of Housing will consider objections to its release of funds and the Gila County Board of Supervisors certification received by [insert date - must be at least 15 days after date of submission] or for a period of fifteen days following its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Gila County Board of Supervisors ;(b) the Gila County Board of Supevisors has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by Arizona Department of Housing; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to Arizona Department of Housing at 1110 W. Washington Street, Suite 310, Phoenix, Arizona 85007. Potential objectors should contact the Arizona Department of Housing to verify the actual last day of the objection period.

_____

Signature of RE Certifying Officer

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Arizona Department of Housing

E-12 Request for Release of Funds and Certification

(HUD Form 7015.15/ OMB No. 2506-0087 exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Number (Optional) CDBG RA 2013	2. HUD/State Identification Number 86-6004791	3. Recipient Identification Gila County Community Services Div.
4. OMB Catalog Number(s) (CFDA #) 25006-0087	5. Name and Address of Responsible Entity Michael A. Pastor Gila County Board of Supervisors 1400 E. Ash Street Globe, AZ 85501	
6. For information about this request, contact (name and phone number) Malissa Buzan Phone: 928-425-7631		
7. HUD or State Agency and office unit to receive request Arizona Department of Housing	8. Name and address of Recipient (if different than Responsible Entity) Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, AZ 85501	

The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

9. Program Activity(ies)Project Name(s)	10. Location (Street address, city, county state)
OOHR Project #1 OOHR Project #2	[redacted]

11. Program Activity/Project Description

We will provide Owner Occupied Housing Rehabilitation to two projects in Gila County utilizing CDBG Regional Account FY 2014 funds.

Part 2. Environmental Certification (to be completed by Responsible Entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
5. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Chairman, Gila County Board of Supervisors
X	Date Signed October 1, 2013
Address of Certifying Officer 1400 E. Ash Street, Globe, Arizona 85501	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date Signed

WARNING: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; U.S.C. 3729, 3802)

PREVIOUS EDITIONS ARE OBSOLETE

Arizona Department of Housing

FORM 1

FY 13/14 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION COVER SHEET

☒	A. Regional Account (RA) COG: CAAG	☐	B. State Special Project (SSP)
☐	C. Colonias	☐	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Gila County 02407139	2. Legislative/ Congressional Districts: 1 / 5

3. Address (with 9-digit zip code): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501-4430
Name of County Applicant Located In: Gila

4. Contact Person/Title (Grantee) Malissa Buzan/Director	5. Contact Person/Title (COG/Other): Malissa Buzan/Director
Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us	Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us

6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	20,161.00		CDBG	20,161.00
2. OOHR	91,846.00		CDBG	91,846.00

Total CDBG Funds Requested for this Project (Activities #1 and #2): $ 112,007.00

8. List all other activities applied for this fiscal year. Indicate by ☒ which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG $ only)	CDBG USE ONLY - Contract No.
☐ a.		
☐ b.		
☐ c.		
☐ d.		

9. **Total CDBG Funds Requested** (all activities applied for this fiscal year, including administration): $

10. **Certification:** To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official → Date: 7-16-13 Michael A. Pastor

Name (typed): Michael A. Pastor Title: Chairman, Gila County Board of Supervisors

REV. 3-2013

Arizona Department of Housing

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATIN SUMMARY

1. **Applicant: Gila County**

ITEM		a. CDBG $	b. Non-CDBG $*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement		500.00		500.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title:Director	5%	4,021.00		4,021.00
3.2 Position #2 Title: Admin. Assistant	5%	3187.00		3,187.00
3.3 Position #3 Title: Accountant	6%	3405.00		3,405.00
3.4 Position #4 Title: Fiscal Manager	6%	4,815.00		4,815.00
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		200.00		200.00
6. Office Supplies and Equipment		430.00		430.00
7. Advertising/Publications		101.00		101.00
8. Indirect Costs (% documented by cost allocation plan)		3,202.00		3,202.00
9. Other Operating Expenses *(specify)*				
9.1 Item 1:				
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		300.00		300.00
10. **TOTALS**		20,161.00		20,161.00

* **Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.**

11. a. Indicate who will be in charge of the financial record keeping (give name and title):
Bree'na York, Fiscal Manager

b. Provide the street address for the location of the financial records:
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501- 4430

Arizona Department of Housing

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

1. Applicant: Gila County	2. Activity Name: OOHR		
	a. CDBG $	**b. Non-CDBG $**	**c. TOTAL $**
3. Environmental Review Record Check box if included in Administration ☒	$200.00		$200.00
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured ☐ Procure ☐ In-House ☐			
5. Construction Contract Work (include materials and DB wage rates)	$75,379.00		75,379.00
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) *(must comply with the Uniform Relocation Act)*			
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure ☐ In-House ☒	$16,267.00		$16,267.00
9. Other (specify or attached as page):			
10. For City/Town, County or Other Construction			
10.1 Purchase of materials			
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attached as page)			
11. **TOTALS**	$91,846.00		$91,846.00

FORM 8

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. **Applicant: Gila County**

2. **Activity Name: Owner-Occupied Housing Rehab**

3. **Map(s) attached as page(s)**

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

a. ☒ Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)

b. ☐ Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)

c. ☐ Residential rental rehabilitation, more than two units (51% low and moderate income persons)

d. ☐ New housing construction (only eligible if executed by a sub-recipient) Proforma attached as page

e. ☐ Acquisition or conversion of property for housing Proforma attached as page

f. ☐ Housing services

g. ☐ Lead-based paint hazard evaluation and reduction

h. ☐ Infrastructure related to a proposed housing project Proforma attached as page

i. ☐ Home Ownership Assistance (Home Ownership Assistance Guidelines required)

j. ☐ NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)

k. ☐ Commercial Rehabilitation

l. ☐ Other (describe):

5. **WHAT ARE YOU GOING TO DO?**

Describe the activity and what is intended to be accomplished. See instructions.

We propose to provide Owner-Occupied Housing Rehabilitation assistance to two homes. This activity will be conducted with in Gila County boundaries except reservation land. OOHR will complete 2 projects @ 40,500.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

6. For construction or acquisition or conversion of property, complete the following:

a. Is the site properly zoned? Yes ☒ No ☐ If no, when will the zoning issue be resolved?

b. Are all utilities presently available to the site? ☒ Yes ☐ No If no, which utilities must be brought to the site?
Who has the responsibility for bringing utilities to the site?

c. Provide copy of deed of ownership as page

7. **WHY ARE YOU GOING TO DO IT?**

Describe the problems and conditions or other factors that indicate a need for the activity.

8. Indicate:

a. Total Number of People to be Served: 3	d. Total Number of Units: 2
b. Total Low Moderate People: 3	e. Total Low Moderate Units: 2
c. LM Percentage: 100%	f. Source of Information as page:

9. Will there be program income generated from the activity? ☐ Yes ☒ No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

Income will be verified during the Pre-Application Process, Estelle Belarde, Housing Assistant will review documentation of all household income during this time. Project #1 income was verified on 5/3/13, and Project #2 Income was verified on 6/19/13.

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." ***Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.***

Arizona State Weatherization Standards as well as Federal Housing Quality Standards will be used for all OOHR projects in this contract.

12. **For housing acquisition, conversion, or new construction projects and programs,** indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).
n/a

13. a. For **housing acquisition, construction, or conversion projects,** attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page **n/a.**

    b. Proforma attached as page

14. For all **rental housing projects and programs:**

    a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

    b. a definition of affordable;

    c. a method whereby such were made public; and

    d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page)

15. For homeownership assistance, include the following:

a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.
n/a

b. Name, address, and phone number of the entity that will provide housing support services:

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated? ☐ Yes (Describe plans or see page) ☒ No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

a. Copy of articles of incorporation attached as page

b. By-laws attached as page

c. Tax exempt status attached as page

d. Current board of directors attached as page

b. Most recent audit and financial report attached as page

c. Civil Rights Certification attached as page

d. Financial Management Certification attached as page

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page

Arizona Department of Housing

FORM 12
COMMUNITY DEVELOPMENT BLOCK GRANT
NATIONAL OBJECTIVE COMPLIANCE
DEMOGRAPHIC/RACIAL DATA

1. Applicant Name	Gila County	2. Project Name	Owner Occupied Housing Rehabilitation

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. **Demographic/Ethnicity Data**

a) Source of Racial/Demographic Data: Waiting List
b) See page(s):

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				
White	2	100%	0	0
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
Multi-Race Categories:				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Non-Hispanic/Latino Ethnicity				
TOTAL 6)	2	100%	0	0

Total Hispanic/Latino Ethnicity 7)				

For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.

Arizona Department of Housing

FORM 14
NATIONAL OBJECTIVE COMPLIANCE
LIMITED CLIENTELE LOW MOD INCOME BENEFIT

1. **Applicant: Gila County** 2. **Activity Name: Owner Occupied Housing Rehab**

LIMITED CLIENTELE LOW MOD INCOME BENEFIT

3. Type of clientele or activity (check as many as apply to your activity). Indicate the type of low and moderate income groups to be served and the number in each group. Ensure that at least 51% of the total estimated persons to be served are represented below.

a. Total Persons to be Served: **2**

b. Total Low and Moderate Income Persons to be Served: **2** (Note the type below)

Check Categories Applicable to the Project	Type of Persons	Number
☐	1) Abused Children	
☐	2) Battered Spouses	
☒	3) Elderly Persons (62 and older)	1
☐	4) Homeless Persons	
☐	5) Illiterate Persons	
☐	6) Migrant Farm Workers	
☐	7) Adults w/Severe Disabilities*	
☐	8) Persons Living with AIDS	
☒	9) Persons earning 80% or less of median income and not included in other groups listed above.	2

c. Percentage of Low/Moderate Income to be Served: 100% (b + a)

d. The source of the data in a. and b: Pre-Application Forms(or attached as page)

* See Instructions for definition of Adults with Disabilities

Arizona Department of Housing

FORM 16 - HR
CDBG - MILESTONES FOR PROJECT PLANNING
HOUSING REHABILITATION

1. Applicant Gila County Housing Services

2. Activity Owner Occupied Housing Rehab

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones ↓ Months →	1 Jan '14	2 Feb '14	3 Mar '14	4 Apr '14	5 May 2014	6 June '14	7 Jul '14	8 Aug '14	9 Sept '14	10 Oct '14	11 Nov '14	12 Dec '14
General ERR	11-1-13	x	x	4-1-14								
Marketing	1-1-14	x	x									
Quarterly Progress Reports	x	x	x	4-15-14	x	x	7-15-14	x	x	10-15-14	x	x
Request for Payment (at least quarterly)				4-15-14	x	x	7-15-14	x	x	10-15-14	x	x
House(s) #1												
ERR (Appendix A)			3-15-14									
Initial Inspection & Work write-ups			3-15-14	x	5-1-14							
Procurement					5-10-14							
Construction & Final Inspection							7-10-14	x	x	10-10-14		
House(s) #2												
ERR (Appendix A)			3-15-14									
Initial Inspection & Work write-ups			3-15-14	x	5-1-14							
Procurement					5-10-14							
Construction & Final Inspection							7-10-14	x	x	10-10-14		

House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
Milestones ↓ **Months** →	13 Jan '15	14 Feb '15	15 Mar '15	16 Apr '15	17 May '15	18 Jun '15	19	20	21	22	23	24
Marketing												
Quarterly Progress Reports	1-15-15											
Request for Payment (at least quarterly)	1-15-15											
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												

House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
CLOSEOUT												
Milestones↓ Months →	25	26	27	28	29	30	31	32	33	34	35	36
Marketing												
Quarterly Progress Reports												
Request for Payment (at least quarterly)												

House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
CLOSEOUT		2-28-15										

Arizona Department of Housing

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY13/14

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
    c. Section 109 of the Housing and Community Development Act of 1974.
    d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
    e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
    f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
    g. Federal Fair Housing Act of 1988, P.L. 100-430.
    h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
    i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

_____ 7-16-13

Signature of Mayor or Chair of County Board Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors

Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

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-2109 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Malissa Buzan, Community Services Division Director	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.

Information

Request/Subject

Amendment No. 2 to Funding Agreement No. 308-11 Arizona Department of Housing.

Background Information

Funding Agreement No. 308-11 was approved by the Board of Supervisors on June 28, 2011. Funding was awarded in the amount of $330,000 to the Gila County Housing Program to provide owner-occupied housing rehabilitation to approximately 7 owner-occupied single-home family homes located throughout Gila County.

Amendment No. 1 to Funding Agreement No. 308-11 was approved by the Board of Supervisors on June 25, 2013.

Evaluation

Amendment No. 2 to Funding Agreement No. 308-11 will extend the contract end date from September 30, 2013, to November 30, 2013.

Conclusion

By the Board of Supervisors approving this Amendment, the Gila County Community Services Housing Program will receive an extension which will allow the completion of rehabilitation services to homes located in Gila County.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 2 to Funding Agreement No. 308-11 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Department, extending the contract end date from September 30, 2013, to November 30, 2013.

Attachments

Amendment No. 2 Funding Agreement 308-11 ADOH

Amendment No 1 to Funding Agreement No. 308-11 ADOH

Original Contract 308-11 ADOH

Legal Explanation

Contract No.: 308-11
Termination Date: 11-30-2013
Amendment No. 2

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
Gila County

This **Agreement**, is made and entered into by and between the **Arizona Department of Housing (ADOH)**, and *Gila County* **(Recipient)**.

RECITALS

1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and

2) A revision to said Agreement is necessary, and;

3) **ADOH** and **Recipient** agree that the revision is in the best interest of all parties, including beneficiary low-income households; **ADOH** and **Recipient** hereby agree to amend the subject agreement as follows:

AGREEMENT

Extends the contract duration to November 30, 2013

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

B	**Performance Report/Schedule of Completion**
C	**Budget**
D	**Request for Payment Form**

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

BY: _____ BY: _____

Michael Trailor
TITLE: Director

Michael A. Pastor
TITLE: Chairman, Gila County Board of Supervisors

DATE: _____ DATE: _____

Manager's Approval: _____

HOUSING PERFORMANCE REPORT

ATTACHMENT B

Recipient_____ **Report Period** **Year**_____

Contract #_____ ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

☐**Homeownership Activity**

Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

☐**Housing - New Construction Activity**

New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

☐**Rehabilitation Activity** ***(including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)***

Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

***Benefiting A household/person that meets the eligibility requirements of the program *and* has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on wailing list; etc.

PART 2

A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.

B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.

C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print)_____

Signature_____ Date_____

Phone_____ email_____

Part III. Financial Activity & Demographic Information

Contract #:

IDIS #	Name	Address, Zip Code +4	*Lead Abate?	Amount Expended ($)	Pre-Rehab Value ($)	Project Completion Date (mm/dd/yy)	# of Bedrooms	Gross Monthly Income ($)	*HH% of Area Median Income	*Race of HH	Persons in HH (#)	*Head of Household	*HH Type	Hispanic (Y/N)

Total # of Units Set Up	NA
Total # of Units Completed	NA
Total Amount of CDBG Funds Expended	$0.00
Total # of Units	

*** Demographic Codes**

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian 14- American Indian or Alaskan Native 15- Native Hawaiian or other Pacific Islander 16- American Indian or Alaskan Native & White 17- Asian & White 18- African American & White 19- American Indian or Alaskan Native & Black 20- Other Multi-racial	1- Single, Non-Elderly 2- Elderly (62+) 3- Single Parent 4- Two parent 5- Not Related 6- Female Head of House 7- Disabled	1- 0 to 30% 2- 31 to 50% 3- 51 to 60% 4- 61 to 80%	M - Male F - Female	Y - Yes N - No

FOR HOUSING TRUST FUND PROGRAM USE ONLY: On Site Monitoring Performed. Yes ___ Date _____ No ___

Contract Closed ___ Date _____ ADOH Signature _____ Date _____

State Housing Fund - HOME

Attachment C

Budget

Recipient	Gila County			Date	
Contract No./File No.	308-11	Contract Period: 5/15/11 to 11/30/13		Revision No.	
Activity	OOHR				
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			ZIP	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	LaJerald Jackson	Email	lajerald.jackson@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HTF 2011	HOME 2010	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1. Administration	$30,000.00					
2. Project Specific		$300,000.00				
Total	$30,000.00	$300,000.00				

ARIZONA DEPARTMENT OF HOUSING

State Housing Fund - HOME

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County		
Contract No	308-11	Contract Period: 5/15/11 to 11/30/13	
Activity	OOHR		
Recipient Address	5515 S Apache Ave Suite 200		
Contact Person	Malissa Buzan		
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us
Program Specialist	LaJerald Jackson	Email	lajerald.jackson@azhousing.gov

Date	
Pay Req. No/Mo	
Direct Wire Dep	Yes No
City	Globe
ZIP	85501
Fax	928-425-9468
County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Actual receipts, invoices, bank statements or copies of such items should not be included unless requested. ORIGINAL SIGNATURES are required for processing.

Please use these rows to list the last name and street address of each assisted homeowner.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	Admin. - HTF 2011	Setup/HOME $ 2010	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Administration		$30,000.00			30,000.00		$30,000.00
Activity Total Award			$300,000.00				
[redacted]	4988		40,000.00		40,000.00		40,000.00
	4989		25,000.00		25,000.00		25,000.00
	4990		30,000.00		30,000.00		30,000.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			Balance to be set up				
Total Page 1		$30,000.00	$205,000.00	$0.00	$125,000.00	$0.00	$125,000.00
Total Page 1 + Additional			$205,000.00	$0.00	$125,000.00	$0.00	$125,000.00
						Contract Balance*	$330,000.00

*(HTF+Tot Award HOME) - (Tot Amt Req to Date+Amt this Req)

Recipient Authorized Signature | Date | Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports | Current ☐ | Not Current ☐

For ADOH Use Only

ADOH Program Specialist Approval | Date

ADOH Program Manager Approval | Date

Contract No.: 308-11
Termination Date: 9-30-2013
Amendment No. 1

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
Gila County

This **Agreement**, is made and entered into by and between the **Arizona Department of Housing** (**ADOH**), and *Gila County* (**Recipient**).

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1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund Program or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and

2) A revision to said Agreement is necessary, and;

3) **ADOH** and **Recipient** agree that the revision is in the best interest of all parties, including beneficiary low-income households; **ADOH** and **Recipient** hereby agree to amend the subject agreement as follows:

AGREEMENT

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The agreement incorporates the Recital paragraphs set forth above.

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C	**Budget**
D	**Request for Payment Form**

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

BY: _____ BY: _____
Michael Trailor Michael A. Pastor
TITLE: Director TITLE: Chairman, Gila County Board of Supervisors

DATE: _____ DATE: 6-25-2013

Manager's Approval

ATTEST:

Marian E. Sheppard Date: 6-25-2013

Marian E. Sheppard
Clerk of the Board

Approved as to form:

Bryan B. Chambers Date: 6-25-2013

Bryan B. Chambers
Deputy Attorney Principal

HOUSING PERFORMANCE REPORT

ATTACHMENT B

Recipient: Gila County **Report Period** **Year 2013**

Contract #308-11 ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

☐**Homeownership Activity**

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BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

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TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART I.

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on wailing list; etc.

PART II.

A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print)_____

Signature_____ Date_____

Phone_____ email_____

Part III. Financial Activity & Demographic Information

Contract #:

IDIS #	Name	Address, Zip Code	* Lead Abate?	Amount Expended ($)	After Rehab Value ($)	Project Completion Date (mm/dd/yy)	# of Bedrooms	Gross Monthly Income ($)	* HH % of Area Median Income	* Race of HH	Persons in HH (#)	* Head of Household	* HH Type	Hispanic (Y/N)

Total # of Units Set Up:	NA
Total # of Units Completed:	NA
Total Amount of HTF/ HOME Funds Expended:	$0.00
Total Program:	

* Demographic Codes

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
14- American Indian or Alaskan Native	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
15- Native Hawaiian or other Pacific Islander	3- Single Parent	3- 51 to 60%		
16- American Indian or Alaskan Native & White	4- Two parent	4- 61 to 80%		
17- Asian & White 18- African American & White	5- Not Related			
19- American Indian or Alaskan Native & Black	6- Female Head of House			
20- Other Multi-racial	7- Disabled			

FOR HOUSING TRUST FUND PROGRAM USE ONLY: On Site M

Contract Closed Date: ADOR Signature

* Demographic Codes

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
14- American Indian or Alaskan Native	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
15- Native Hawaiian or other Pacific Islander	3- Single Parent	3- 51 to 60%		
16- American Indian or Alaskan Native & White	4- Two parent	4- 61 to 80%		
17- Asian & White 18- African American & White	5- Not Related			
19- American Indian or Alaskan Native & Black	6- Female Head of House			
20- Other Multi-racial	7- Disabled			

Part IV. Schedule of Completion

Program Schedule			
Major Program activities:	**Contract Date (expected completion)**	**Complete Yes/No**	**Modification Date**
	Include additional copy of this chart if more room needed.		
Execute Contract			
Unit # _____Project Scope out to Bid			
Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Unit # _____Project Scope out to Bid			
Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Unit # _____Project Scope out to Bid			
Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Unit # _____Project Scope out to Bid			

Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Unit # _____Project Scope out to Bid			
Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Unit # _____Project Scope out to Bid			
Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Unit # _____Project Scope out to Bid			
Unit # _____ERR Appendix A & Initial Project Set-up to ADOH			
Unit # _____Contractor Selection			
Unit # _____Rehab construction			
Unit # _____Final inspection			
Unit # _____Rehab Loan Closing			
Unit # _____Individual Project Close out			
Contract Close Out			

ARIZONA DEPARTMENT OF HOUSING

State Housing Fund - HOME

Attachment C

Budget

Recipient	Gila County			Date	
Contract No./File No.	308-11	Contract Period: 5/15/11 to 9/30/13		Revision No.	
Activity	OOHR				
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			ZIP	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	LaJerald Jackson	Email	lajerald.jackson@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HTF 2011	HOME 2010	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1. Administration	$30,000.00					
2. Project Specific		$300,000.00				
Total	$30,000.00	$300,000.00				

ARIZONA DEPARTMENT OF HOUSING

State Housing Fund - HOME

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date	
Contract No	308-11	Contract Period: 5/15/11 to 9/30/13		Pay Req. No/Mo	
Activity	OOHR			Direct Wire Dep	Yes No
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			ZIP	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	LaJerald Jackson	Email	lajerald.jackson@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Actual receipts, invoices, bank statements or copies of such items should not be included unless requested. ORIGINAL SIGNATURES are required for processing.

Please use these rows to list the last name and street address of each assisted homeowner.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	Admin. - HTF 2011	Setup/HOME $ 2010	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Administration		$30,000.00			30,000.00		$30,000.00
Activity Total Award			$300,000.00				
[redacted]	4988		40,000.00		40,000.00		40,000.00
[redacted]	4989		25,000.00		25,000.00		25,000.00
[redacted]	4990		30,000.00		30,000.00		30,000.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			Balance to be set up				
Total Page 1		$30,000.00	$205,000.00	$0.00	$125,000.00	$0.00	$125,000.00
Total Page 1 + Additional			$205,000.00	$0.00	$125,000.00	$0.00	$125,000.00
						Contract Balance*	$330,000.00

Recipient Authorized Signature | Date | Title | *(HTF+Tot Award HOME) - (Tot Amt Req to Date+Amt this Req)

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports | Current ☐ | Not Current ☐

For ADOH Use Only

ADOH Program Specialist Approval | Date

ADOH Program Manager Approval | Date

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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☒ A Scope of Work
☒ B Performance Report/Schedule of Completion
☒ C Budget
☒ D Request for Payment Form
☒ E Special Conditions of the Agreement
☒ F Certification and Other Requirements Relating to Title I or Title II Assistance
☒ G Authorizing Resolution(s)

AGREEMENT NO. **308-11**
TERMINATION DATE **June 1, 2013**

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
OWNER OCCUPIED HOUSING REHABILITATION

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH),** located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☒ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")

☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")

☐ Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

Gila County

An Arizona County **(Recipient)**, located at

5515 South apache Avenue, Suite 200
Globe, Arizona 85501

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $ 330,000.00 in the following type of funds to Recipient in accordance with this Agreement.

☐ **CDBG**, CFDA # 14.228
Federal Fiscal Year _____
$_____

☒ **HOME**, CFDA # 14.239
Federal Fiscal Year 2010
$300,000.00

☒ **HTF**
$30,000.00

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **SHP**, CFDA # 14.235
Federal Fiscal Year _____
$_____

☐ **SPC**, CFDA # 14.238
Federal Fiscal Year _____
$_____

☐ **NSP**, CFDA #
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **June 1, 2013** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☐ **CDBG** funds requires adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F**; (3) the provisions contained in the ***State of Arizona Consolidated Plan***; (4) ***ADOH ERR Handbook***; (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook***; (7) ***CDBG Grant Administration Handbook***; and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☒ **HOME** funds requires adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan***; (4) ***ADOH ERR Handbook***; (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☒ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.

☐ **Special Needs Housing "homeless" funding from SHP requires** adherence to 24 CFR Part 583 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

☐ **Neighborhood Stabilization Program, NSP,** requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement..

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the ***Scope of Work*** hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the ***Scope of Work***.

Revisions to the ***Scope of Work*** that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the ***Scope of Work*** require written amendment to the this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes; and
(e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised ***Scope of Work*** attached;
(f) The ownership entity changes;
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must submit a ***Bimonthly Progress Report*** attached hereto as **Attachment B.** The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a ***Quarterly Progress Report*** attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit one (1) ***HUD Annual Progress Report (APR) document No. 40118,*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4.** Recipient shall submit monthly payment requests accompanied by ADOH generated ***Monthly report*** attached hereto as **Attachment B** and a bi-annual program narrative report.

☐ **NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A,B & D.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;

(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**
Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME OR HTF**. Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a

written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☒ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.
The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I

Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made

using the Arizona Department of Housing ***Request for Payment*** form hereby incorporated into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section the following definitions shall apply:

"Funds Recouped by the Recipient" means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

"Program Income" means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by

the Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by the Recipient.

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the ***Scope of Work*** **(Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds

provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** **(Attachment A)** and the ***Schedule of Completion*** **(Attachment B)** or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to

Recipient by ADOH under this Agreement (including CDBG funds provided to the Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion**, attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;

(b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the ***Scope of Work*** **(Attachment A)** or fails to expend any funds in accordance with the ***Budget*** **(Attachment C)** within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A, Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to

Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement,

(d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,

(e) Recapture funds and terminate contract,

(f) Withhold future ADOH grant awards from all sources, or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

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

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds

provided to the Arizona Department of Housing for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to

rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used is part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

Recipient shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Recipient shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or disability.

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the

Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

SECTION 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401— IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) The Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

(b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breech of the contract and the Recipient may be subject to penalties up to and including termination of the Agreement.

(c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients' and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

The Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance

policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.
The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipients shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of

not less than $1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

Gila County
Attention: Malissa Buzan, Housing Services Manager
5515 South apache Avenue, Suite 200
Globe, Arizona 85501

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

BY: _____
Michael Trailor
TITLE: Director

DATE: 7/5/2011

GILA COUNTY

BY: _____
Michael A. Pastor
TITLE: Chairman, Gila County Board of Supervisors

DATE: 6/28/11

Approved as to form:

_____

Bryan B. Chambers,
Chief Deputy County Attorney

Date:_____

ATTACHMENT A
SCOPE OF WORK

The State Housing Fund award will be comprised of HOME and *State Housing Trust Funds* and will allow Gila County (**recipient**) to provide Owner Occupied Housing Rehabilitation to approximately 7 owner-occupied single-family homes located throughout Gila County.

This contract award is contingent upon:

A. Assistance is reserved for the following incomes:
   a. 43% (3 household) at or below 60% of area median income;
   b. 57% (4 households) at or below 50% of area median income; and
B. The program will serve the following priority populations:
   a. 28.5% (2 household) families with children under the age of 18;
   b. 28.5% (2 households) elderly (62 years of age and older); and
   c. 43% (3 household) set aside for physically disabled people.
C. All owner occupied housing rehab activities must meet local code and the State rehabilitation guidelines.
D. Maximum State Housing Fund investment per unit is $50,000 and will include project specific administration for the unit.
E. All Manufactured housing units must meet the following
   a. Placed on a permanent foundation (requires certification) and is connected to permanent utility hook-ups;
   b. Is located on land that his held in fee-simple title, or long-term ground lease with a term of at least 99 years (50yrs for tribal land); and
   c. 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.
F. Manufactured housing units must be permanently affixed to land owned by household and not in a leased mobile park.
G. Satisfactory ERR and SHPO requirements completed prior to any construction activity or any expenditure of funds.

Assistance will be provided to the beneficiaries in the form of a 0% deferred forgivable loan with the following recapture periods per section 6.11.1.3 of the State Program Summary and Application Guide:

Amount of State Funds Invested per Unit	Recapture Period
Under $15,000	5 Years
$15,000 to $40,000	10 Years
Over $40,000	15 Years

Project Funds

The State has reserved $300,000 from the HOME Program for project funding. Approved uses include: direct construction, lead paint inspection/clearance, asbestos testing, termite and sewer inspection, title/recording fees, advertising, temporary relocation expenses, and project specific administration. All costs must be directly attributable to a specific unit.

Administrative Funds

The State has reserved $30,000 from the Housing Trust Fund for general administration. Approved uses include: salaries, wages and ERE for positions identified in the application, professional services, travel, general office supplies, equipment maintenance and repair, rent and operating services.

HOUSING PERFORMANCE REPORT **ATTACHMENT B**

Recipient_____ **Report Period** **Year**_____

Contract #_____ ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

☐**Homeownership Activity**
Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

☐**Housing - New Construction Activity**
New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

☐**Rehabilitation Activity** ***(including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)***
Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

*** Benefiting A household/person that meets the eligibility requirements of the program *and* has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		

DISABLED		

NARRATIVE

PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on wailing list; etc.

PART 2

A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.
B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.
C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print)_____

Signature_____ Date_____

Phone_____ email_____

Part III. Financial Activity & Demographic Information

Contract #:

IDIS #	Name	Address, Zip Code +4	* Lead Abate?	Amount Expended ($)	After Rehab Value ($)	Project Completion Date (mm/dd/yy)	# of Bedrooms	Gross Monthly Income ($)	* HH% of Area Median Income	* Race of HH	Persons in HH (#)	* Head of Household	* HH Type	Hispanic (Y/N)

Total # of Units Set Up	NA
Total # of Units Completed	NA
Total Amount of HTF/ HOME Funds Expended	$0.00
Total # of Units	

*** Demographic Codes**

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
14- American Indian or Alaskan Native	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
15- Native Hawaiian or other Pacific Islander	3- Single Parent	3- 51 to 60%		
16- American Indian or Alaskan Native & White	4- Two parent	4- 61 to 80%		
17- Asian & White 18- African American & White	5- Not Related			
19- American Indian or Alaskan Native & Black	6- Female Head of House			
20- Other Multi-racial	7- Disabled			

FOR HOUSING TRUST FUND PROGRAM USE ONLY On Site M

Contract Closed ___ Date _____ ADOH Signatur

*** Demographic Codes**

Race of HH	HH Type (Select ALL that apply)	HH % of Area Median Income	Head of Household	Lead Abatement?
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly	1- 0 to 30%	M - Male	Y - Yes
14- American Indian or Alaskan Native	2- Elderly (62+)	2- 31 to 50%	F - Female	N - No
15- Native Hawaiian or other Pacific Islander	3- Single Parent	3- 51 to 60%		
16- American Indian or Alaskan Native & White	4- Two parent	4- 61 to 80%		
17- Asian & White 18- African American & White	5- Not Related			

State Housing Fund - HOME

Attachment C

Budget

Recipient	Gila County			Date	
Contract No./File No.	308-11	Contract Period: 5/15/11 to 6/1/13		Revision No.	
Activity	OOHR				
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			ZIP	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	Sharon Tolman	Email	sharon.tolman@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	HTF 2011	HOME 2010	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1. Administration	$30,000.00					
2. Project Specific		$300,000.00				
Total	$30,000.00	$300,000.00				

ARIZONA DEPARTMENT OF HOUSING

State Housing Fund - HOME

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date	
Contract No	308-11	Contract Period: 5/15/11 to 6/1/13		Pay Req. No/Mo	
Activity	OOHR			Direct Wire Dep	Yes No
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			ZIP	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Fax	928-425-9468
Program Specialist	Sharon Tolman	Email	sharon.tolman@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Actual receipts, invoices, bank statements or copies of such items should not be included unless requested. ORIGINAL SIGNATURES are required for processing.

Please use these rows to list the last name and street address of each assisted homeowner.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	Admin. - HTF 2011	Setup/HOME $ 2010	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Administration		$30,000.00			30,000.00		$30,000.00
Activity Total Award			$300,000.00				
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			0.00		0.00		0.00
			Balance to be set up				
Total Page 1		$30,000.00	$300,000.00	$0.00	$30,000.00	$0.00	$30,000.00
Total Page 1 + Additional			$300,000.00	$0.00	$30,000.00	$0.00	$30,000.00
						Contract Balance*	$330,000.00

*(HTF+Tot Award HOME) - (Tot Amt Req to Date+Amt this Req)

Recipient Authorized Signature	Date	Title	

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval		Date		ADOH Program Manager Approval	Date

ARIZONA DEPARTMENT OF HOUSING

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 3 OF 3

Recipient	City of Douglas	Date	
Contract No	308-11 Contract Period: 5/15/11 to 6/1/13	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable)	Date Paid	Check #	Amount of Request Column c or d	Balance paid by other source	Name of other source
Totals							

ATTACHMENT E

SPECIAL CONDITIONS OF THE AGREEMENT

Prior to any payment to Gila County for this project:

1. HRG's shall be revised and approved by ADOH and Board of Supervisors to include policies and procedures on loan closing and lien recordation process or loan servicing, including lien release procedures
2. Performance reports shall be submitted by the due date during the contract period – 15th of January, April, July, October

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

c. Section 109 of the Housing and Community Development Act of 1974.
d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
g. Federal Fair Housing Act of 1988, P.L. 100-430.
h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

RESOLUTION NO. 11-01-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking affordable housing development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the State Housing Fund Program requires that State Housing Funds benefit low-income households; and

WHEREAS, the activity in the application addresses the community's low-income population housing needs; and

WHEREAS, a recipient of State Housing Funds is required to comply with program guidelines, State and Federal statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorize the submission of an application for HOME Investment Partnership Program funds to the State of Arizona for funding from the State Housing Fund, and authorize Michael A. Pastor, Chairman of the Gila County Board of Supervisors, to sign the application and contract or grant documents for receipt and use of these funds, and also authorize David Fletcher, Community Services Division Director, to take all actions necessary to implement and complete the activities submitted in said application; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all State Housing Fund Program Guidelines, State and Federal statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in the application.

PASSED AND ADOPTED this 4th day of January 2011, at Globe, Gila County, Arizona

Attest:

Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

ORIGINAL TO STATE CDBG

State of Arizona
Arizona Department of Housing
Community Development Block Grant (CDBG) Program

DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s) 308-11

Grantee/Recipient: Gila County

Address: 5515 S. Apache Ave., Suite 200
City: Globe
State: Arizona
Zip: 85501

Funds shall be deposited by the grantee to:

J.P. Morgan Chase Bank — Name of Financial Institution

Gila County Treasurer, #11804047 — Account Name/Number

A. ☐ Check this box if payment to be mailed to grantee
B. ☒ Check this box if payment to be sent electronically (direct deposit).

Note: If Box B checked, GA0-618 Automated clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: 2000.171.3310.00
194-01-17100-4402

Leverage account number, if applicable: N/A

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Michael A. Pastor
Typed Name of Chief Elected Official

Signature of Chief Elected Official

Chairman, Gila County Board of Supervisors
Title

Date

F-1 (11/06)

State of Arizona
Arizona Department of Housing
Community Development Block Grant (CDBG) Program

AUTHORIZED SIGNATURE CARD
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

Grantee	Funding Agreement Number(s)

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s).:

❶ [signature]	5/24/2011
Signature	Date
David J.H. Fletcher	Director
Typed Name	Title
❷ Carolyn M. Haro	5/24/2011
Signature	Date
Carolyn M. Haro	Manager, Community Services
Typed Name	Title
❸ Breena York	5/24/2011
Signature	Date
Breena York	Fiscal Services Manager
Typed Name	Title
❹ [signature]	5/24/2011
Signature	Date
Malissa Buzan	Housing Services Program Manager
Typed Name	Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract, and that *I as the Chief Elected Official (Mayor/County Board Chairperson) have the authority to designate these individuals to take such action.*

Signature OF Chief Elected Official	Date
Michael A. Pastor	Chairman, Gila County Board of Supervisors
Typed Name	Title

F-2 (11/06)

ORIGINAL TO STATE CDBG

STATE OF ARIZONA
DEPARTMENT OF HOUSING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

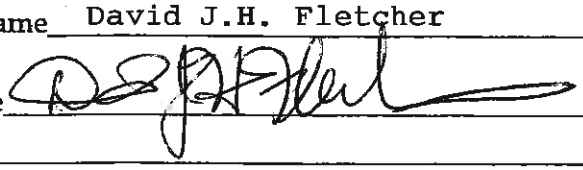
GRANTEE	FUNDING AGREEMENT NUMBER(S)

AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

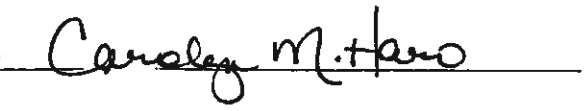
ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)

SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)

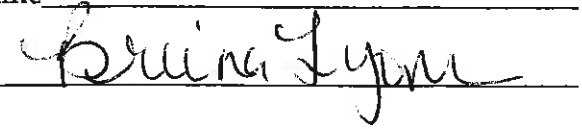
Typed Name David J.H. Fletcher Title Director

Signature  Date 5/24/2011

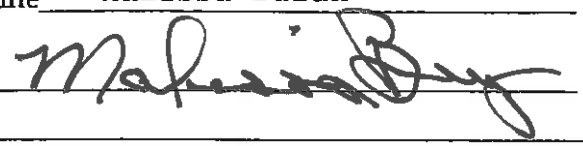
Typed Name Carolyn M. Haro Title Manager, Community Servces

Signature  Date 5/24/2011

Typed Name Breena L. York Title Fiscal Services Manager

Signature  Date 5/24/2011

Typed Name Malissa Buzan Title Housing Services Program Manager

Signature  Date 5/24/2011

I CERTIFY THAT THE SIGNATURES ABOVE ARE THOSE OF THE INDIVIDUALS WHO MAY AUTHORIZE ADMINISTRATIVE ACTIONS FOR THE CITED CONTRACT AND THAT I AS THE CHIEF ELECTED OFFICIAL HAVE THE AUTHORITY TO DESIGNATE THESE INDIVIDUALS TO TAKE SUCH ACTION.

Typed Name Michael A. Pastor Title of Chief Elected Official Chairman, Gila County Board of Supervisors

Signature _____ Date _____

State of Arizona - Department of Administration - General Accounting Office (GAO)

ACH Vendor Authorization - Attn: Vendor Setup - 100 N 15th Ave, STE 302, Phoenix, AZ 85007

Please notify all State agencies that you do business with of any ACH requests

REQUEST TYPE

(X) New ( ) Change ( ) Cancellation, Cancellation Reason:

PAYEE IDENTIFICATION

Federal Employer's Identification Number (EIN) 86-6000444

OR State Employee EIN

OR Social Security Number (SSN) ___-___-____

Disclosure of your social security number is voluntary pursuant to 42 U.S.C. 405(c)(2)(C). The State of Arizona will use your SSN or EIN to file required information returns with the Internal Revenue Service.

Payee's Name	Phone	Ext
Gila County Community Services	928 425-7631	8667

Address	City	State	Zip Code
1400 E. Ash Street	Globe	AZ	85501

CHANGE INFORMATION-FOR CHANGE REQUEST ONLY

Changing: ☐ Financial Institution ☐ Account Type ☐ Account Number ☐ Authorized Signers

Previous Financial Institution:	Previous Account Type:	Previous Account Number:
	( ) Checking ( ) Savings	

AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION

Pursuit to A.R.S. Sec. 35-185, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. **I recognize that if I fail to provide complete and accurate information** on this authorization form, the processing of the form may be delayed or made impossible, or my electronic payments may be erroneously made.

I authorize the State to withdraw from the designated account all amounts deposited electronically in error. If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneous deposited amount are repaid. If decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.

I certify th... ...d agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.

I authorize the State to stop making electronic transfers to my account without advance notice.

I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement, that all information provided is accurate.

Name	Authorized Signature (Required)	Title	Date
Breena L. York		Fiscal Services Manager	5/24/2011

Additional Authorized Signers

Name	Authorized Signature	Title	Date
Name	Authorized Signature	Title	Date
Name	Authorized Signature	Title	Date

I would like to receive addendum records in the following format: ( ) CTX ( ) CCD ( ) CCD+

Please Note: If your financial institution is unable to receive addendum information, detailed information can be obtained online at http://venpay.gao.azdoa.gov.

If State Employee, attach a cancelled check here

FINANCIAL INSTITUTION (Must be completed by a financial institution representative) -FOR NEW OR CHANGE REQUEST ONLY

Financial Institution Name	Phone	Ext
JP Morgan Chase	602 221-2960	

Address	City	State	Zip Code
P.O. Box 71	Phoenix	AZ	85001-0071

Routing Transit #	Customer Account #	Account Type
1221-0002-4	11804047	(X) Checking ( ) Saving

Financial Institution Representative Name	Title
Tonique Smith	CSP

Signature (Required)	Date	Phone	Ext
see attached			

GAO USE ONLY

Verified by and date	Entered by and date	Vendor #	MC

Prenote date	Input verified by	Approved by

State of Arizona - Department of Administration - General Accounting Office (GAO)

ACH Vendor Authorization - Attn: Vendor Setup - 100 N 15th Ave, STE 302, Phoenix, AZ 85007

Please notify all State agencies that you do business with of any ACH requests

REQUEST TYPE

(X) New ( ) Change ( ) Cancellation, Cancellation Reason:

PAYEE IDENTIFICATION

Federal Employer's Identification Number (EIN) 86-6000444

OR State Employee EIN

OR Social Security Number (SSN) ___-___-____

Disclosure of your social security number is voluntary pursuant to 42 U.S.C. 405(c)(2)(C). The State of Arizona will use your SSN or EIN to file required information returns with the Internal Revenue Service.

Payee's Name	Phone	Ext
Gila County Community Services	928 425-7631	8667

Address	City	State	Zip Code
1400 E. Ash Street	Globe	AZ	85501

CHANGE INFORMATION-FOR CHANGE REQUEST ONLY

Changing: ☐ Financial Institution ☐ Account Type ☐ Account Number ☐ Authorized Signers

Previous Financial Institution: | Previous Account Type: ( ) Checking ( ) Savings | Previous Account Number:

AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION

Pursuant to A.R.S. Sec 35-156, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or made impossible, or my electronic payments may be erroneously made.

I authorize the State to withdraw from the designated account all amounts deposited electronically in error. If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneous deposited amount are repaid. If decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.

I certify th... and agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.

I authorize the State to stop making electronic transfers to my account without advance notice.

I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement, that all information provided is accurate.

Name	Authorized Signature (Required)	Title	Date
Breena L. York	Breena L York	Fiscal Services Manager	

Additional Authorized Signers

Name	Authorized Signature	Title	Date
Name	Authorized Signature	Title	Date
Name	Authorized Signature	Title	Date

I would like to receive addendum records in the following format: ( ) CTX ( ) CCD ( ) CCD+

Please Note: If your financial institution is unable to receive addendum information, detailed information can be obtained online at https://venpay.gao.azdoa.gov.

If State Employee, attach a cancelled check here

FINANCIAL INSTITUTION (Must be completed by a financial institution representative) -FOR NEW OR CHANGE REQUEST ONLY

Financial Institution Name	Phone	Ext
JP Morgan Chase	602 221-2960	

Address	City	State	Zip Code
P.O. Box 71	Phoenix	AZ	85001-0071

Routing Transit #	Customer Account #	Account Type
1221-0002-4	11804047	(X) Checking ( ) Saving

Financial Institution Representative Name	Title
Tonique Smith	CSP

Signature (Required)	Date	Phone	Ext
Tonique Smith	5/18/11	602 221-2960	

GAO USE ONLY

Verified by and date	Entered by and date	Vendor #	MC
Prenote date	Input verified by	Approved by	

ACH VENDOR AUTHORIZATION FORM INSTRUCTIONS

SECTION 1. TRANSACTION TYPE (*Required*)

Note: Any requests for ACH payments into multiple accounts should be submitted to the GAO Vendor Setup Section. The State Comptroller will determine on a case-by-case basis whether to approve ACH payments to multiple accounts.

- **New Setup.** Check the new setup box. Complete Sections 2 and 3, and have your financial institution complete Section 4.

- **Change.** Check the applicable box (e.g., change financial institution, change account number or change account type). Complete Sections 2 and 3, and have your financial institution complete Section 4.

- **Cancellation.** Check the cancellation box. Complete Sections 2, 3 and 5.

SECTION 2. PAYEE IDENTIFICATION (*Required*)

Complete blocks 1, 2, 3, 4 and 5 which are self-explanatory.

SECTION 3. AUTHORIZATION FOR SETUP, CHANGES, OR CANCELLATION (*Required*)

Complete blocks 7-9 and check the applicable box about whether your financial institution can process CTX transactions. If your financial institution cannot process CTX transactions, you may not be able to receive the information that will accompany the payment (invoice number, date, agency paying, etc). You will want to consider this in determining whether or not to participate in State ACH payments at this time.

SECTION 4. FINANCIAL INSTITUTION (*Required for new requests and changes)*

Have your financial institution complete blocks 10-20 which are self-explanatory. This is to verify the name of your financial institution, the routing transaction identifier and your account number.

SECTION 5. CANCELLATION (*Required for cancellations*)

Please indicate the reason(s) for canceling your ACH authorization.

SECTION 6. GAO USE ONLY - DO NOT COMPLETE

Blocks 23 - 29 are to be completed by the GAO only.

STATE OF ARIZONA
AUTOMATED CLEARING HOUSE (ACH) PAYMENT
VENDOR INFORMATION PACKET

SECTION 1. DEFINITIONS

The following terms used in this information packet have the meanings indicated unless the context clearly indicates otherwise.

Automated Clearing House (ACH) - a central distribution and settlement point for clearing the electronic credit and debit transactions between financial institutions.

American Clearing House Association (ACHA) - a regional association that provides rules and guidelines for the efficient operation of the ACH network.

ACH payment - a payment made to a vendor by way of direct deposit to the vendor's bank account as an alternative to issuing a warrant.

Addendum Record - an ACH record type that carries supplemental data needed to completely identify an account holder or to provide information concerning an ACH payment.

Arizona Financial Information System (AFIS) - the accounting system used by the State of Arizona for making payments to vendors.

A.R.S. - Arizona Revised Statutes.

Business Day - any day on which financial institutions are open for business with the public.

CCD - cash concentration or disbursement, the format of ACH payment without any addenda information.

CCD+ - cash concentration or disbursement, the format of ACH payment with addenda information allowing up to one addendum record per payment record. Due to the limitation on the length of the addendum record, only the contact telephone number of the paying entity is included as payment related information.

Confirmation Letter - a letter sent by the GAO Vendor Group that verifies the accuracy of the first ACH payment generated for a vendor.

Credit Entry - an electronic funds transfer (EFT) to deposit funds into an EFT account.

CTX Format - the format of ACH payment with addenda information allowing up to 9,999 addendum records per payment record.

Debit Entry - a reversal of a credit entry.

EFT Account - an account that had been designated in accordance with this section to receive credit entries from paying State agencies.

General Accounting Office (GAO) - part of the Department of Administration responsible for oversight of the payment processing system including ACH.

National Automated Clearing House Association (NACHA) - sets the operating rules and procedures for users of the ACH direct deposit system.

Payee - see Vendor.

Paying State Agency - with respect to a particular credit or debit entry, the State agency that initiates the entry.

Pre-note Record - a $0.00 test transmittal of each vendor's direct deposit information. Pre-notes are sent for initial ACH setup, changes in financial institution or account information and re-activation of vendor ACH profiles.

Rules - the requirements of the National Automated Clearing House Association, Arizona Clearing House Association, Federal Reserve System's Regulation E and the State Comptroller's rules for ACH payments.

Settlement Date - the date the vendor's financial institution credits the vendor's individual account.

State - the State of Arizona.

State Agency - any Department, Authority, Board, Commission, Council, Administration, Court, Registrar, Office, Institution or other Arizona entity in the Executive, Legislative or Judicial branch.

Vendor - an individual, entity, annuitant or state employee (for non-payroll transactions) that receives a payment from the State of Arizona.

SECTION 2. THE ELECTRONIC SYSTEM

The State of Arizona implemented ACH payment processing throughout the State in February of 2001.

The electronic payment method used by the State is called the Automated Clearing House (ACH), which is an alternative to issuing warrants to vendors for payment. The State uses the American Clearing House Association's (ACHA) ACH system. The ACHA serves as the clearing house and processes electronic payments to the vendors' accounts. The ACHA authorizes only certain financial institutions to originate electronic payments through their systems. Therefore, the GAO uses an authorized originator, the State servicing bank, to process these payments through the ACH system.

SECTION 3. ACH APPROVAL PROCESS

Vendors doing business with the State of Arizona who desire to receive ACH payments must complete an ACH Vendor Authorization Form (GAO-618). The state agencies will provide the ACH Vendor Authorization Form (GAO-618) to new ACH vendors along with a vendor set up package. Vendors can also obtain a copy of this form at the GAO's website at www.gao.state.az.us. After completion, the form should be submitted to the GAO for processing. Vendors only need to complete one ACH Vendor Authorization Form (GAO-618) to receive payments from multiple state agencies. Any changes in financial institution or account number will require a new ACH Vendor Authorization Form (GAO-618).

Vendors should be willing to receive all ACH payments into a single checking or savings account. Approval for requests to receive ACH payments into multiple accounts will be determined on a case-by-case basis by the State Comptroller.

Vendors will receive ACH payments with the format indicated on their ACH Vendor Authorization Form (GAO-618). The acceptable ACH formats are CTX, CCD, and CCD+. These addendum records contain the detailed supporting payment information such as the name of the paying agency, the claim number, the purchase order number, the vendor invoice number/date and the payment amount. Detailed payment information can also be viewed online at http://venpay.gao.azdoa.gov

The GAO will verify the completeness of the data on the ACH Vendor Authorization Form (GAO-618) and for update to the AFIS vendor file. After a successful update, the GAO will transmit a pre-note record to the State servicing bank. The State servicing bank will process the pre-note record though the ACHA for verification of the vendor's account. The GAO will allow 15 days for the pre-note to be verified. If negative notification is not received, the vendor will be approved to receive their first ACH payment after the 15 day pre-note period.

The GAO will send a confirmation letter to each vendor after the first ACH payment has been made. The letter will identify payment information (invoice number, amount and payment number) for the vendor to verify that the deposit was credited properly to the correct bank account. Vendors must sign and return the confirmation letter to GAO within 90 days of their first ACH payment. No future ACH payments will be made until a signed confirmation letter has been returned by the vendor. If the vendor does not sign and return the confirmation letter within 90 days, the GAO will inactivate the vendor's ACH mail code. Vendors with inactivated ACH mail codes will need to submit a new ACH Authorization Form (GAO-618) to restart the ACH approval process.

SECTION 4: ACH PAYMENT PROCESS

The various steps of an ACH payment from the GAO to a vendor's account are indicated below:

Step 1: State agencies submit their vendor claims for ACH payment issuance through AFIS using the ACH approved vendor number and mail code on the claim.

Step 2: The GAO transmits a daily file with detailed ACH payment data to the State servicing bank. The State servicing bank transmits the information to the ACHA. The ACHA determines the routing for each ACH payment to properly credit the vendor's account by using the unique 9-digit routing number assigned to each financial institution.

Step 3: On the settlement date of the electronic payment, two business days after transmission to the State servicing bank, the vendor's financial institution will credit the vendor's bank account. The funds should be available to vendors at the opening of business on the settlement date. Vendors should contact their financial institutions to determine their policies for posting ACH payments.

It should be noted that if the paying State agency determines that an erroneous credit ACH entry was made to a vendor, the State agency must immediately submit an ACH Payment Reversal Form (GAO PM-ACH1) to the GAO to reverse the credit. The GAO will then transmit an electronic debit entry to the State servicing bank for the erroneous payment. The State servicing bank will credit the State's account and transmit the debit entry to the vendor's financial institution. Upon verification that the vendor's financial institution returned the funds to the State servicing bank, the GAO will transfer the funds back to the appropriate State agency.

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-2114 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Malissa Buzan, Community Services Division Director	Submitted By:	Barbara Valencia, WIA Department Program Manager, Community Services Division
Department:	Community Services Division	Division:	WIA Department
Fiscal Year:	Program Year 2012	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010 - 12/31/2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 10 to an Intergovernmental Agreement (Contract No. DE111006001) with the Arizona Department of Economic Security.

Background Information

The Governor's Council on Workforce Policy determines each program year the amount of Governor's discretionary funds to set aside for incentives for the State's Local Workforce Investment Area. Incentive funds will awarded to a Local Workforce Investment Area based on each core measure that is exceeded.

September 21, 2010 - Board of Supervisors approved the initial Intergovernmental Agreement (Contract No. DE111006001.)

January 18, 2010 - Board of Supervisors approved Amendment No. 1 which adds Section 48.0 Background Checks for Employment throughout the Central Registry.

February 1, 2011 - Board of Supervisors approved Amendment No. 2 which amended Section 6.2 Compensation which adds $356,626 to the Dislocated Worker Program.

February 1, 2011 - Board of Supervisors approved Amendment No. 3 which amended 6.1 Compensation which adds PY10 set-a-side dollars for contract performance in the amount of $37,809.

August 2, 2011 - Board of Supervisors approved Amendment No. 4 which amended Section 3.1, Section 6.2, Section 7.7, Section 8, Section 12.4 and Section 48.

On November 1, 2011 - Board of Supervisors approved Amendment No. 5 which was amended to include paragraphs - Section 34.2, Section 35.2

On April 3, 2012 - Board of Supervisors approved Amendment No. 6 which was amended to reduced the Dislocated Worker funds from $979,412 to $964,412.

July 17, 2012 - Board of Supervisors approved Amendment No. 7 which was amended to increase the contract from $5,847,242 to $8,642,496.

September 4, 2012 - Board of Supervisors approved Amendment No. 8 which was amended to increase the contract from $8,642,496 to $8,699,003.

February 5, 2013 - Board of Supervisors approved Amendment No. 9 which was amended to reduce the contract from $8,699,003 to $8,549,003 which reflect a reduction of $150,000 to the Dislocated Worker funds.

Evaluation

Under the Local Workforce Investment Area there are a total 15 performance measures for the Youth (7 measures), Dislocated Worker (4 measures), and Adult Program (4 measures). To exceed a performance measure means the local area must have achieved over 100% of the negotiated level. The Gila/Pinal Workforce Investment Area has met 4 performance measures with over 100% of the negotiated level.

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2, the following allocation of funds by Program and Fiscal Year are added:

PY12 WIA Section 503 Incentive Funds $28,407.00 (CFDA#17.267).
The above funds are to be reported separately and expire on 12/31/2014.
Final expenditure report for these funds must be submitted by 1/31/2015.
The reimbursement ceiling is increased from $8,549,00.00 to $8,577,410

Conclusion

Additional dollars in the amount of $28, 407.00 have been added to Contract No. DE111006001 between the Arizona Department of Economic Security and Gila County Board of Supervisors which increases the contract from $8,549,003 to $8,577,410.

Recommendation

Recommendation to approve Amendment No. 10 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors which increases the contract from $8,549,003.00 to $8,577.410.

Suggested Motion

Approval of Amendment No. 10 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors which increases the contract amount from $8,549,003 to $8,577,410 due to receiving incentive funds for the Gila-Pinal Workforce Investment Area from the Governor's Council on Workforce Policy.

Attachments

Amendment 10 - Contract DE111006001
Amendment 9 - Contract DE111006001
Amendment 8 - Contract DE111006001
Amendment 7 - Contract DE111006001
Amendment 6 - Contract DE111006001
Amendment No. 5 - Contract DE111006001
Amendment 4 - Contract DE111006001
Amendment 3 - Contract DE111006001
Amendment 2 - Contract DE111006001
Amendment 1 - Contract DE111006001
Original Contract DE111006001
Legal Explanation

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 South Apache Avenue, Suite 200 Globe AZ 85501	DE111006001
	3. AMENDMENT NUMBER 10

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 MANNER OF FINANCING, Paragraph 6.2, the following allocation of funds by Program and Fiscal Year are added:

PY12 WIA section 503 incentive funds $28,407.00 (CFDA#17.267)

The above funds are to be reported separately and expire on 12/31/2014.

Final expenditure report for these funds must be submitted by 1/31/2015.

The reimbursement ceiling is increased from $8,549,003.00 to $8,577,410.00

5. n accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **GILA COUNTY BOARD OF SUPERVISORS**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Francine Whittington**	TYPED NAME
TITLE **Procurement Manager**	TITLE
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

By: _____
Public Agency Legal Counsel

Date: _____

Revised:: 5/28/09

L PARTMENT OF ECONOMIC SECU ..Y
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER / 3. AMENDMENT NUMBER
Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	DE111006001 09

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following reduction of funds by Program and Fiscal Year are:

FY12 Dislocated Worker Program Funds
FROM $975,869.00 TO $825,869.00

The reimbursement ceiling is decreased from $ 8,699,003.00 to $8,549,003.00

Attachment H, Allocation by Program and Fiscal Year, revised 1/3/2013 is attached to this Amendment and reflects all current totals by Program and Fiscal Year.

Decrease is movement of Dislocated Worker funds to Adult Program authorized under the Workforce Investment Act.

5. **In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.**

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR. THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL Csaki	SIGNATURE OF AUTHORIZED INDIVIDUAL Michael A Pastor
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 3/6/13	DATE 2-5-13

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara A. Baldwin
Assistant Attorney General
Date: 2/22/13

By:
Public Agency Legal Counsel
Date: Feb 5, 2013

Revised:: 5/28/09

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	$ 964,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
			$ 3,010,643.00			
PY	2011	AD ADMIN	$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	$ 825,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	$ 133,011.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	TITLE V	$ 56,507.00	*1	*2	*3
			$ 2,743,106.00			

Revised 3/13/2012

PY	2012	AD ADMIN	$ 5,889.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	$ 70,037.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	$ 17,262.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	$ 71,300.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	$ 100,198.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	YOUTH	$ 630,336.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	ADULT	$ 53,004.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	ADULT	$ 641,698.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	$ 155,350.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	DW	$ 901,786.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	RR	$ 21,807.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	$ 126,587.00	10/1/2012	6/30/2014	8/15/2014
			$ 2,795,254.00			

Revised 1/3/2013

*1 - Date of last signature on Amendment 8
*2 - 12 months after date of last signature on Amendment 8
*3 - 12 months and 45 days after date of last signature on Amendment 8

Funding provided through U.S. Department of Labor
Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker

TOTAL $ 8,549,003.00

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 South Apache Avenue, Suite 200 Globe AZ 85501	DE111006001
	3. AMENDMENT NUMBER 08

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 MANNER OF FINANCING, Paragraph 6.2, the following allocation of funds by Program and Fiscal Year are added:

PY11 WIA section 503 incentive funds $56,507.00

Section 7.0 SERVICE DESCRIPTON is amended to add Paragraph 7.8 as follows:
7.8 TITLE V funds shall be used to support services listed in Attachment I.

Section 9.0 REPORTING REQUIREMENTS is amended to add Paragraph 9.4b as follows:
9.4 b ATTACHMENT J: QUARTERLY SUMMARY REPORT

Section 48 is amended to add Section 48.1.9 and 48.1.10 as follows:
48.1.9 Attachment I – TITLE V – Performance Incentive Services
48.1.10 Attachment J – Quarterly Summary Report

The reimbursement ceiling is increased from $8,642,496.00 to $8,699,003.00

Attachment H, Allocation by Program and Fiscal Year, revised 7/11/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **GILA COUNTY BOARD OF SUPERVISORS**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

By: _____
Public Agency Legal Counsel

Date: _____

Revised:: 5/28/09

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	$ 964,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
			$ 3,010,643.00			
PY	2011	AD ADMIN	$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	$ 975,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	$ 133,011.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	TITLE V	$ 56,507.00	*1	*2	*3
			$ 2,893,106.00			

Revised 3/13/2012

PY	2012	AD ADMIN	$ 5,889.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	$ 70,037.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	$ 17,262.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	$ 71,300.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	$ 100,198.00	10/1/2012	6/30/2014	8/15/2014
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FY	2013	ADULT	$ 641,698.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	DW	$ 155,350.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	DW	$ 901,786.00	10/1/2012	6/30/2014	8/15/2014
PY	2012	RR	$ 21,807.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	$ 126,587.00	10/1/2012	6/30/2014	8/15/2014
			$ 2,795,254.00			

Revised 7/11/2012

signature on Amendment 9
e of last signature on Amendment 9
:er date of last signature on Amendment 9

Funding provided through U.S. Department of Labor
Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker

ATTACHMENT I – TITLE V PERFORMANCE INCENTIVE SERVICES

GILA/PINAL WORKFORCE INVESTMENT AREA

A. Innovative – Services and activities beyond those the state conducts with its regular funds from these programs.

Success Coaches
A success coaches program is one of the most significant retention strategies for WIA participants attending Central Arizona College and Gila Community College. Success coaches will be second-year college students with a record of academic success (i.e. a cumulative college G.P.A. of at least 2.5). The coaches will work with cohorts of first-year Central Arizona College and Gila Community College students who are Workforce Investment Act participants. Success Coaches will provide peer leadership and mentoring and help facilitate access to college resources. Each success coach will meet with his or her assigned WIA participants at least twice a month.

The WIA Case Managers will supervise the success coaches. The success coach must complete a brief meeting summary record each time he or she meets with a student participant and log each attempt to contact the student. This record will describe the main issues of any problems discussed. The WIA Case Manager will compile a report on a monthly basis for the WIA Project Coordinator. The WIA Project Coordinator and Case Managers will select the success coaches through an application, interview, and recommendation process. Each success coach will receive a stipend and will be responsible for up to 15 students.

The WIA Case Managers will provide the success coaches with 15-20 hours of WIA training during summer and training will be mandatory for all new and returning success coaches each year they participate in the program. Training sessions will cover their roles, expectations, differences between high school and college.

For experience, the success coaches must be able to demonstrate ability to function effectively in a team environment and to communicate professionally with people from diverse cultural and personal backgrounds. Success coaches must have a positive attitude and enthusiasm about education and career goal attainment and be able to relate to the participants.

This type of mentoring will assist in retaining participants and help remove any barriers participants may have during their participation in the WIA program.

B. Comprehensive and coordinated – Combined activities and services that are authorized by different programs.

Success coach program involves a high degree of collaboration with education, business, and community partners. Both major partners, Central Arizona College and Gila Community College have well-established relationships with schools, community-based organizations, human service agencies, and faith-based organizations, other community colleges, and business employers.

An Advisory Committee will be the key mechanism for maintaining, strengthening, and expanding the partnership. The committee will be comprised of representatives from the partnering organizations and will have at least one youth representative. This group will play a central role in achieving the level of communication and coordination required for continuous quality management and for achieving successful program outcomes.

Following is a chart describing the established partnerships for the WIA Program.

PARTNERSHIP RESOURCE MATRIX	
Central Arizona College	Access to vocational courses, study skills programs, work readiness classes, available curricula, student employment services, advising services, use of classrooms, computer labs, and meeting rooms.
Gila Community College	Occupational skills training, program oversight, planning and coordination activities with Central Arizona College, staff supervision, facilities, equipment, supplies, fiscal staff support.
Vista Verde High School	Outreach and recruitment, referrals, facility space.
Central Arizona Valley Institute of Technology (CAVIT)	Vocational training, service learning opportunities for WIA participants.
Seeds of Hope	Summer programming activities, referrals from agency, accept referrals from WIA staff for client services.
Coolidge Youth Coalition	Referral of eligible youth
Pinal Hispanic Council	Referral of eligible youth, guidance counseling
Coolidge Rotary Club	Referral of eligible youth, transportation assistance, scholarship opportunities
Great Western Bank	Financial Literacy classes, banking services overview, and overview of careers in banking (covers both counties)
United States Forest Service	Develop worksites/provide supervision, workshops speakers
Cobre Valley Institute of Technology	Referral of eligible youth, promotion within community.

C. Targeted to improving system performance – Activities that serve needs and population that are likely to result in improving states systems of employment, training, and education, including those linking to green occupations and high-growth industries.

Both Central Arizona College and Gila Community College in this partnership have training program geared toward the "green economy". Jobs in the emerging employment fields of renewable energy and sustainable practices are projected grow rapidly in our region. These jobs provide good ways and are usually difficult to outsource to other countries. They also offer career paths and opportunities for entrepreneurship. Sectors that have been identified as part of the green economy include construction, transportation, sustainable energy such as solar, wind, and cellulosic bio-fuels, green manufacturing, reforestation, waste and water management.

Success Coaches will refer participant to training and education that prepares them for work in the emerging green economy as well high-growth emerging industries. The following programs, resources and activities coordinated by the Success Coaches along with the WIA Case Managers will assist the WIA participants to remain in the program to achieve their training goals.

Central Arizona College	Gila Community College
Bio-Fuels Certificate (12 credits)	Electrical/Instrumentation Technology
Solar Technician (9 credits)	Industrial Plant Technology
Renewable Energy Technician (Associate Degree)	Renewable Sustainable Energy
Home Weatherization courses	Home Weatherization courses

The Workforce Investment Act youth training programs struggle with the challenge of retaining participants. A central goal of the success coach program is to retain its participants, help them complete school or college, and ensure they finish job training.

Program, Resource or Activity	Support of Retention	Support of Completion.
Dual Enrollment – Central Arizona College and Gila Community College offer dual enrollment classes for high school students.	Earning college credits in high school can give students more confidence in college	Dual Enrollment can reinforce the value of a high school education, thereby contributing to a student staying in school and graduating with a high school diploma.
Work Readiness Workshops – Provide participants with the soft skills they will need during work experience assignments. The workshops will also provide direction in finding and obtaining employment,	The ability to hold a part-time job, coupled with WIA services and financial aid, can give participants the level of support they need to stay in school or college.	Participants who have successful work experiences because they are prepared for the work environment are more likely to find value in the WIA program, which enhances program completion.

ATTACHMENT I – TITLE V PERFORMANCE INCENTIVE SERVICES

Financial Literacy Workshops – Teach students sound financial strategies and help them to avoid making financial mistakes that damage their future prospects.	If participants are able to feel financially secure, they will be more likely to remain in school and complete their course of study.	Participants will gain the financial knowledge that enhances the likelihood of completing college.
Career Exploration – Career counseling provided by college, staff, high school career counselors, and case managers will help provide participants with the knowledge and support they need to make informed decisions about their future.	If participants feel more confident in their career decisions, they will be more inclined to stay in school or college, which supports school, college, and program retention	Participants with established career goals are more likely to complete college and job training programs and to value the WIA program.
Study Skills Program – Help participants develop the study skills needed for success in an academic setting.	Success in completion of high school and college classes due to enhanced study skills will increase retention in the WIA program.	Acquiring study skills can lead to improved grades, which would increase the extent to which the student values the WIA program.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

ATTACHMENT J

WIA Section 503 Incentive Grant Funds

Program Year 2010/Fiscal Year 2011

QUARTERLY SUMMARY REPORT

Contract #_____

Reporting Entity: _____ Report Period: _____

Report Prepared By: (Name and Title) _____ Date: _____

Report Submitted By: (Name and Title) _____

1. Major activities and accomplishments toward the stated goals during this reporting period
2. Problems/Barriers and how they are being addressed
3. Is the project on schedule? Ahead of schedule? Behind schedule?
4. Best practices or program Innovations
5. Data
6. Vignettes

Instructions for Preparing the Quarterly Report

FORMAT
Quarterly progress reports should give the Department of Economic Security sufficient information for a full understanding of the grant performance. No page minimum or limitations are prescribed regarding the length of the report. Fully respond to each of the information categories covered by the report.

REPORT CONTENTS – Please follow this format

1. **Major activities and accomplishments toward the stated goals during this reporting period** Summarize grant related activities and accomplishments that occurred during the reporting period. Reference should be made to each of the services provided by or developed by the grantee.

2. **Problems/barriers and how it was addressed**
Describe any deviations or departures from the proposed activities. Describe the problem, alternatives considered to resolve the problem, and the impact of the problem on achieving program goals and objectives.

3. **Is the project on schedule? Ahead of schedule? Behind schedule?** Describe what activities or strategies are being implemented provide details if the project is behind schedule and what actions/strategies are being implemented to ensure project timelines are met.

4. **Best practices and/or program Innovations**
Describe best practices or innovations that have been successful in the targeted service area.

5. **Data**
Provide summary data (e.g., # served/trained, development of core components, etc.). Please provide data for both the reporting quarter and the project-to-date.

6. **Vignettes**
Include anecdotal information or descriptions of situations where services provided through this grant positively affected the lives of the people served.

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	DE111006001
	3. AMENDMENT NUMBER 07

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following allocation of funds by Program and Fiscal Year are added:

PY 2012 AD ADMIN funds are added in amount $5,889.00
PY 2012 YT ADMIN funds are added in amount $70,037.00
PY 2012 DW ADMIN funds are added in amount $17,262.00
FY 2013 AD ADMIN funds are added in amount $71,300.00
FY 2013 DW ADMIN funds are added in amount $100,198.00
PY 2012 YOUTH funds are added in amount $630,336.00
PY 2012 ADULT funds are added in amount $53,004.00
FY 2013 ADULT funds are added in amount $641,698.00
PY 2012 DW funds are added in amount $155,350.00
FY 2013 DW funds are added in amount $901,786.00
PY 2012 RR funds are added in amount $21,807.00
FY 2013 RR funds are added in amount $126,587.00

The reimbursement ceiling is increased from $ 5,847,242.00 to $8,642,496.00

Attachment H, Allocation by Program and Fiscal Year, revised 5/1/2012 is attached to this Amendment and reflects all current totals by Program and Fiscal Year..

5. **In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.**

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **GILA COUNTY**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME **Tommie C. Martin**
TITLE **Procurement Manager**	TITLE **Chairman, Gila County Board of Supervisors**
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General
Date: _____

By: _____
Public Agency Legal Counsel
Date: _____

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	$ 161,884.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	$ 536,075.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	$ 100,318.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	$ 477,551.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	$ 964,412.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	$ 69,145.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	$ 183,061.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	$ 37,809.00	7/1/2010	6/30/2013	8/15/2013
			$ 3,010,643.00			
PY	2011	AD ADMIN	$ 5,289.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	$ 63,600.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
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PY	2011	RR	$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	$ 133,011.00	10/1/2011	6/30/2013	8/15/2013

Revised 3/13/2012

PY	2012	AD ADMIN	$ 5,889.00	7/1/2012	6/30/2014	8/15/2014
PY	2012	YT ADMIN	$ 70,037.00	4/1/2012	6/30/2014	8/15/2014
PY	2012	DW ADMIN	$ 17,262.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	AD ADMIN	$ 71,300.00	10/1/2012	6/30/2014	8/15/2014
FY	2013	DW ADMIN	$ 100,198.00	10/1/2012	6/30/2014	8/15/2014
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PY	2012	RR	$ 21,807.00	7/1/2012	6/30/2014	8/15/2014
FY	2013	RR	$ 126,587.00	10/1/2012	6/30/2014	8/15/2014

Revised 5/1/2012

Funding provided through U.S. Department of Labor
Grant #'s AA-20181-10-55-A-4, AA-21382-11-55-A-4,
CFDA#17.258 Adult
CFDA#17.259 Youth
CFDA#17.278 Dislocated Worker

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	DE111006001
	3. AMENDMENT NUMBER 06

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 33.0 Amendments or Modifications:

Section 48.1.8 Attachment H is replaced with attached Attachment H, revised 2/13/2012.:

FY11 Dislocated Worker funds are reduced from $ 979,412.00 to $ 964,412.00

The funds have an effective date from October 1, 2010 through June 30, 2012.

The Contract total of $5,862,242.00 is decreased by $15,000.00. Therefore the new total contract amount is $5,847,242.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth Csaki**	TYPED NAME Tommie C. Martin
TITLE **Procurement Manager**	TITLE Chairman of the Board of Supervisors
DATE 5/4/12	DATE 4/3/12

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: 4/27/12

By: _____
for Gila County Attorney

Date: 4 3 12

Attachment H - Allocation by Program and Fiscal Year

GILA COUNTY
DE111006-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	$ 111,677.00	4/1/2010	6/30/2012	8/15/2012
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PY	2010	DW	$ 368,711.00	7/1/2010	6/30/2012	8/15/2012
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PY	2011	DW ADMIN	$ 25,600.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	$ 64,301.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	$ 108,430.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	$ 572,396.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	$ 47,599.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	$ 578,705.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	$ 230,396.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	$ 975,869.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	$ 31,403.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	$ 133,011.00	10/1/2011	6/30/2013	8/15/2013

Revised 3/13/2012

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County 5515 S Apache Blvd Globe AZ 85501	DE1110006-001
	3. AMENDMENT NUMBER 5

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

The purpose of this amendment is to include additional paragraphs as required by the U.S. Department of Labor. Therefore:

1.) Section 34.0. AUDIT is amended to add Section 34.2

Section 34.2. The Contractor shall retain data, books and other records ("records") relating to this Agreement in accordance with 29 CFR 97.42.

2.) Section 35.0 APPLICABLE LAW is amended to add Section 35.2

Section 35.2. The Contractor shall, in response to the U.S. Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 11-10, report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database. Exisiting grants that are funded by the American Recovery and Reinvesment Act are not subject to this requirement.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **Gila County Board of Supervisors**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth Csaki**	TYPED NAME Tommie C. Martin
TITLE **Procurement Manager**	TITLE Chairman of the Board of Supervisors
DATE 11/29/2011	DATE 11/1/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

BY: Kevin R. Sill	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE: 11-23-11	DATE: 11/1/11

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 S. Apache Blvd Globe AZ 885501	DE111006-001
	3. AMENDMENT NUMBER
	4

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Section 3.1 is amended to read:
The term of this Agreement shall have an effective date of April 1, 2010 and shall end on August 31, 2015, unless otherwise agreed upon by both parties in writing.

Section 6.2 is amended to read:
See Attachment H - Allocation by Program & Fiscal Year for the available funds under this contract.

Section 6.3 is amended to read:
The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b)(1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are avaiable for expenditure by State and local recipients and sub-recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year with the two-year period.

See Attachment H - Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this contract.

Section 7.0 is amended to read:
Program eligibility will be conducted on each applicant prior to the 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 retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the folowing:

Section 7.7 is amended to read:
The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 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.

Section 8 is amended to add Section 8.2.5 as follows:
8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur.

Section 12.4 is amended to read:
The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value $2,000.00 to $4,999.99), and non-expendable leased/purchased equipment over $5,000.00 with WIA funds. Property records must include:

a. Asset Number
b. Item Description
c. Manufacturer
d. Serial Number
e. Acquistion Date
f. Physical Location

g. Total Item Cost
h. WIA Contract Cost
i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than $2,000.00 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

Section 48 is amended to add Section 48.1.8 as follows:
48.1.8 Attachment H - Allocation by Program and Fiscal Year.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **Gila County Board of Supervisors**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth ~~G. Csaki, CPPB~~**	TYPED NAME Michael A. Pastor
TITLE **~~Procurement Manager, Contract Administration~~** Deputy CPO	TITLE Chairman of the Board of Supervisors
DATE 8/29/11	DATE 8/2/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE: 8/25/11	DATE: 6-2-2011

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	DE111006001 3. AMENDMENT NUMBER 03

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.1 Compensation, the following changes are being made:

	FROM	TO
PY10 Set a Side	$ 0	$ 37,809 (CFDA# 17.259, Youth)

The above funds are Incentive Dollars awarded for PY09/FY10 contract performance. The funds have an effective date from July 1, 2010 through June 30, 2013.

These funds shall be reported separately from any other set-a-side dollars received.

The Contract total of $2,987,834.00 is increased by $37,809.00 to a new total of $3,025,643.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Cathie G. Rodman**	TYPED NAME Michael A. Pastor
TITLE **Procurement Manager**	TITLE Chairman of the Board of Supervisors
DATE 3-1-11	DATE 2/1/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: 2/25/11

By: _____
Public Agency Legal Counsel

Date: 2-1-2011

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	DE111006001
	3. AMENDMENT NUMBER 02

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.1 Compensation, the following changes are being made:

	FROM	TO
PY10 DW Admin	$ 33,086	$ 40,967
FY11 DW Admin	$ 87,888	$ 108,823
PY10 Dislocated Worker	$ 297,781	$ 368,711
FY11 Dislocated Worker	$ 790,999	$ 979,412
PY10 Rapid Response	$ 50,253	$ 69,145
FY11 Rapid Response	$ 133,486	$ 183,061

The Contract total of $2,631,208.00 is increased by $356,626.00 to a new total of $2,987,834.00

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME CATHIE O'ROSSMAN	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman of the Board of Supervisors
DATE 3-1-11	DATE 2/1/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: 2/25/11

By: _____
Public Agency Legal Counsel

Date: 2/1/2011

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Board of Supervisors 5515 S Apache Globe, AZ 85501	DE111006001
	3. AMENDMENT NUMBER 01

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

ADD:

48.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY
If providing direct services to children or vulnerable adults, the following shall apply;

48.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

48.2 Background checks through the Central Registry shall be conducted for each Contractor employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.

48.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.

48.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.

48.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

REVISE

The Numbering of the Attachments Section to:

49.0 ATTACHMENTS

49.1 The following list of attachments constitutes an integral part of subject agreement.

49.1.1 Attachment A - Sanction Schedule

49.1.2 Attachment B - Local Adult Report

49.1.3 Attachment C - Instructions for Adult Monthly Expenditure and Cash Draw Report

49.1.4 Attachment D - Local youth Report

49.1.5 Attachment E - Instructions for Youth Monthly Expenditure and Cash Draw Report

49.1.6 Attachment F - Local DW Report

49.1.7 Attachment G -Instructions for DW Monthly Expenditure and Cash Draw Report

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL Cathie G Rodman	SIGNATURE OF AUTHORIZED INDIVIDUAL Michael A Pastor
TYPED NAME CATHIE G RODMAN	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 2-10-11	DATE 1-18-11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behrens
Assistant Attorney General

Date: 2/4/11

By: Bryan Chambers
Public Agency Legal Counsel
Bryan Chambers, Chief Deputy County Attorney

Date: 1-18-2011

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY
AND
GILA COUNTY BOARD OF SUPERVISORS

Contract is between the Arizona Department of Economic Security ("ADES") and the Gila County Board of Supervisors (Contractor).

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-952 and,

WHEREAS the Department and Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

By signing this form on behalf of the contractor, the signatory certifies he/she has the authority to bind the contractor to this contract.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Procurement Officer Signature

Elizabeth G. Csaki, CPPB
Printed Name

Professional Services Unit Manager
Title

11-30-10
Date

FOR AND ON BEHALF OF THE GILA COUNTY BOARD OF SUPERVISORS

Signature

Michael A. Pastor
Printed Name

Chairman of the Board of Supervisors
Title

9/21/10
Date

ADES Contract DE111006001

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara A. Brown
Assistant Attorney General

Date: 11/23/10

By:
Public Agency Legal Counsel

Date: 9-21-2010

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self-sufficiency of children, adults, and families.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), hereinafter called "ADES", and the Gila County Board of Supervisors hereinafter called the "Contractor".

3.0 TERM OF AGREEMENT

3.1 **Term**

The term of this Agreement shall have an effective date of April 1, 2010 and shall end on June 30, 2013, unless otherwise agreed upon by both parties in writing.

3.2. **Extension**

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. **Termination**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. The ADES reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the ADES without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the ADES. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the ADES 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.

4.0 PURPOSE OF AGREEMENT

4.1 The purpose of this agreement is to provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers 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

5.0 DEFINITIONS

5.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

5.2 **"DW"** means Dislocated Worker

6.0 MANNER OF FINANCING

6.1 **Compensation**

6.2 The contract reimbursement maximum for all services provided during the term of the contract and /or for the term specified above shall be $ 2,631,208.

The contract reimbursement maximum per program and funding period is as follows;

PY10 ADMIN	**$ (Youth $ 59,564, Adult $ 11,146, DW $ 33,086)**
FY11 ADMIN	**$ (Adult $ 53,061, DW $ 87,888)**
PY10 YOUTH	**$ 536,075**
PY10 ADULT	**$ 100,318**
FY11 ADULT	**$ 477,551**
PY10 Dislocated Worker	**$ 297,781**
FY11 Dislocated Worker	**$ 790,999**

PY10 Rapid Response	**$ 50,253**
FY11 Rapid Response	**$ 133,486**

6.3 **Period of Availability for Expenditure of WIA Funds**

The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart- A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b) (1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two-year period.

All final expenditure reports and cash draw requests for the Local Area Formula Funds must be submitted by August 15, 2012. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.

Any Set-Aside funds allocated under this agreement shall be available from the date of the amendment allocating such funds through April 30, 2013. All funds must be fully expended by April 30, 2013. No extension shall be granted to this date. Any funds remaining unencumbered or unexpended on April 30, 2013 shall revert to the State. All final expenditure reports and cash draw requests for any Set-Aside funds received under this agreement must be submitted by May 29, 2013. No extension shall be granted to the requirement to submit the final expenditure and cash draw requests.

6.4 Notwithstanding the contract reimbursement maximum established in paragraph 6.2 above the level of Compensation under this Contract shall not, at any time, exceed the current obligation authority of the Contractor.

6.5 Upon receipt of obligation authority by ADES from the U.S. Department of Labor/Employment and Training Administration (DOL/ETA), ADES shall issue a notice of Obligation Authority to the Contractor.

6.6 **Availability of Funds for the Current State Fiscal Year**

6.6.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

a) Reduce payments or units authorized;
b) Accept a decrease in price offered by the contractor;
c) Cancel the Contract;
d) Cancel the contract and re-write the requirements.

6.6.2 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment

6.7 **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 the ADES at the end of the period for which funds are available

6.7.1 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

6.8 **Rescission 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 a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, the State 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 period(s) of time.
3. Decrease the required amount of funds from funds from a designated future period(s) of time.

7.0 SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to the 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 retaining employment.

Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following:

7.1 **Core Services**

7.2 The determination of WIA eligibility; outreach, intake and orientation to the One-Stop system. The initial assessment of skill levels aptitudes, abilities, and support service needs for individuals and job search and placement assistance. The utilization of the provision of employment and labor market information including job vacancy listings and the provision of performance information and program costs on eligible providers of training services. The information on local performance and information on availability of supportive services in the local area and referrals as appropriate. Information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial aid assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.

7.3 **Intensive Services** comprehensive and specialized assessments of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.

7.4 **Training Services** occupational skills training; on-the-job training; programs combining workplace training with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.

7.5 **Rapid Response Activities** provided to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.

7.6 **Youth Services** will be provided to WIA Title 1B eligible youth, ages 14-21 that 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.

7.7 **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.

8.0 RESPONSIBILITIES

8.1 **The ADES and the Contractor agree as follows:**

8.2 **The Contractor shall:** provide Workforce Investment Act (WIA) Title 1B services to eligible Youth, Adults, and Dislocated Workers 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.

8.2.1 The Contractor shall meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan will result in the Department issuing a Demand for Assurance which will require a written corrective action plan from the Contractor

8.2.2 Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department 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 the Department approves, a revised corrective action p or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

8.2.3 If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies outlined in Section 19.0 up to and including sanctions.

8.2.4 If the Contractor fails the same performance measure in two consecutive years, the Department may impose sanctions up to and including withholding of WIA Title I B funding as outlined in Section 19.0.

8.3 **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 extent permitted by law, the Contractor shall release information to ADES and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

8.4 **Monitoring**

The Department will monitor the Contractor and /or subcontractor(s) and they shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub recipients in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

9.0 REPORTING REQUIREMENTS

9.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: No later than the 30th day following each month during the contract term, the Contractor shall submit financial reports to ADES in the form set forth within the contract.

9.2 Failure to submit accurate and complete reports by the 30th day following the end of a month may result, at the option of ADES, in retention of payment. Failure to provide such report within 30 days following the end of a month may result, at the option of ADES, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report."

9.3 No later than the 30th calendar day following the termination date of the Contract, Contractor shall submit to ADES a financial closeout packet. No later than the 30th calendar day after receipt of the Quality Assurance Report, the Contractor shall submit a response, which fully addresses each finding and recommendation. Concurrence or reason for nonoccurrence must be fully stated in the response.

9.4 **The Contractor shall provide to ADES the following reports:**

a. **ATTACHMENT C: MONTHLY- ACCRUED EXPENDITURE REPORT & CASH REIMBURSEMENT REPORT** (Official Excel document is available from contact information located in Section 9.5)

9.5 Reports shall be sent to:
AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

10.0 PAYMENT REQUIREMENTS

10.1 Contractor Request for Funds & Disbursement Reports (request for reimbursement) shall be submitted by the 15th day of the month following the month services were provided.

10.2 Contractor Request for Funds & Disbursement Reports shall be submitted to:
AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code: 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

11.0 NOTICES

11.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
The Gila County Board of Supervisors
ATTN: Barbara Valencia, Program Manager
Community Services Division
5515 South Apache Avenue

Suite 200,
Globe, AZ 85501

11.2 **All notices to ADES regarding this agreement shall be sent to the following address:**
AZ Department of Economic Security
ATTN: WIA Fiscal Compliance Unit
Site Code: 920Z
1789 W. Jefferson Street
Phoenix, AZ 85007

11.3 **All notices shall reference the contract number.** The Contractor shall give written notice to ADES of any changes to the following, and a written Amendment to the contract shall not be necessary:

a. Change of telephone number.
b. Change in authorized signatory or his/her designee.
c. Change in the name and /or address of the person to whom notices are to be sent.

12.0 DISPOSITION OF PROPERTY

12.1 Transfer/Surplus of Equipment with a Property Value under $5,000

For expendable tangible property with a purchase value of less than $5,000, Contractor and/or service providers may retain, sell or dispose of the property. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIA Section record retention requirements and WIA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIA programs or divided in accordance with terms of local agency cost sharing agreement.

12.2 Calculation of "Fair Market" Value

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

12.3 Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers 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 expiration 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.

12.4 Inventory Records

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value $500 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 and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than $500 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

12.5 Prior Approval Equipment with a Property Value over $5,000

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 and/or service provider must complete a "WIA Pre-Approval of Equipment & Vehicles Over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

a.) The signed form must be forwarded to the EA/WIA Section Fiscal Manager for review, approval or disapproval action.

b.) When an approval decision is rendered, the EA/WIA Section Fiscal Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.

c.) When a decline decision is rendered, the EA/WIA Section, Fiscal Manager will specify the reason for disapproval and return the signed questionnaire to the LWIA Director. The LWIA may appeal this decision to the EA/WIA Section Manager.

13.0 PERSONAL USE OF CONTRACTS PROHIBITED

This Contract shall only be made available to ADES, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by the director. The determination shall state how the purchase will further the interests of the state.

14.0 THIRD-PARTY ANTITRUST VIOLATIONS

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

15.0 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 a physical or mental impairment.

15.1. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

15.2. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults. Shall submit a full set of fingerprints to 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.

15.3. The contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

15.4. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately. If a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State; or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

15.5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

15.6 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

15.7. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

16.0 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 document(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 express 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.

17.0 SUSPENSION OR DEBARMENT

The Department may, by written notice to the Contractor, immediately terminate this Contract if ADES determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify ADES. Contractors must not make any award or permit any award (sub recipient 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, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

18.0 CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief, that:

18.1 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, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18.2 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, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18.3 The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

18.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

19.0 SANCTIONS AND CORRECTIVE ACTIONS

19.1 The Department may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this agreement. This Demand for Assurance shall include the citation from the agreement which the Department 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 in the Demand for Assurance, and any corrective action agreed to by the Department, may result in the actions outlined in Section 19.2

19.2 Pursuant to 20 CFR Part 667, Subpart G, §667.700, the Department may impose sanctions and corrective actions on recipients and sub recipients of WIA grant funds as follows:

1. Except for actions under WIA section 188(a) or 29 CFR part 37, the Department uses the initial and final determination procedures outlined in §667.510 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIA section 188(a) or 29 CFR part 37, ADES will use the procedures set forth in that regulatory part.

2. The Department may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §667.710(c). Sanctions or corrective action will be applied for substantial violations of WIA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIA sections 184(b)(1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

19.3 Pursuant to 20 CFR Part 667, Subpart G, the Department may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth Dislocated Worker or Rapid Response) 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.

Sanctions collected shall be held by the Department and the Contract may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the Department.

20.0 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).

21.0 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, 89 Stat.871).

22.0 COPELAND "ANTI-KICKBACK" 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 or repair.

23.0 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.

24.0 DEBT 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 must comply with OMB Circular A-87, OMB Circular A-122, and OMB Circular A-133. As the Contractor to this 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.

24.1 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 jurisdiction(s) of the chief elected officia . . 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 official(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.

25.0 RIGHT TO ASSURANCE

If the Department 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 Department's option be the basis for terminating the contract under the rights and remedies available by law or provided by this contract.

26.0 FIXED PRICE WITH PRICE ADJUSTMENT

The Department shall make payment in accordance with the following:

- Operating budget(s) shall be developed and maintained current, on at least a monthly basis, by the Contractor
- To receive funds, the Contractor shall adhere to the following procedures:
  a) Request for funds shall be made by fax to:
  ADES WIA ADMINISTRATION (602) 542-2452 FAX
  b) The fax "request shall be confirmed by simultaneous submittal of original and correctly completed" Contractor Request for Funds Disbursement Report.
  c) Funds shall be requested on a scheduled basis to meet payroll and other expenses and maintain a minimum amount of cash on hand. At no time shall cash on hand exceed immediate cash needs for a seventy-two (72) hour period.

27.0 REVIEW

This Agreement shall be reviewed at any time at the written request of either party.

28.0 NON-AVAILABILITY OF FUNDS

28.1 Every payment obligation of the ADES under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the ADES at the end of the period for which funds are available. No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

29.0 ARBITRATION

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

30.0 NON-DISCRIMINATION

30.1 In accordance with A.R.S. §41-1461 et seq. and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

31.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

31.1 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.

31.2 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.

32.0 CONFLICT OF INTEREST

32.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

33.0 AMENDMENTS OR MODIFICATIONS

33.1 This agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

33.2 **Exceptions**

Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number.
2. Change in authorized signatory.
3. Change in the name and/or address of the person to whom notices are to be sent.

34.0 AUDIT

34.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

35.0 APPLICABLE LAW

35.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.

36.0 THIRD-PARTY ANTITRUST VIOLATIONS

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

37.0 IT 508 COMPLIANCE

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

38.0 INDEMNIFICATION AND INSURANCE

38.1 **Indemnification**

38.2 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.

39.0 INDEMNIFICATION FOR SUBCONTRACTOR

39.1 In addition, the Gila County Board of Supervisors shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Gila County Board of Supervisors or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

40.0 INSURANCE REQUIREMENTS

40.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

40.1.1 None.

41.0 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

41.1 Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:
(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or 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 and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additionally insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".
(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

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 and the Department of Economic Security shall be named as additionally 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".

b. Policy shall contain a waiver of subrogation against the State of Arizona, it's 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
(Note that the other governmental entity (ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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

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

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

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

B. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever Additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to Department of Economic Security, Office of Procurement, 1789 W. Jefferson St., Site Code 805Z Phoenix, AZ 85007 **UNLESS THE SCOPE OF WORK REPORTING REQUIREMENTS SPECIFIES OTHERWISE**. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Do not send certificates of Insurance to the State of Arizona's Risk Management Section.

F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subj to the minimum requirements identified above.

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

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

42.0 E-VERIFY

42.1 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.

43.0 RIGHT OF OFFSET

43.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Contract, or any part thereof.

44.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

45.0 SCRUTINIZED BUSINESS

45.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

46.0 DATA SHARING AGREEMENT

46.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

47.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE

47.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

48.0 ATTACHMENTS

48.1 The following list of attachments constitutes an integral part of subject agreement.

48.1.1 Attachment A – Sanction Schedule

48.1.2 Attachment B – Local Adult Report

48.1.3 Attachment C – Instructions for Adult Monthly Expenditure and Cash Draw Reports

48.1.4 Attachment D – Local Youth Report

48.1.5 Attachment E – Instructions for Youth Monthly Expenditure and Cash Draw Reports

48.1.6 Attachment F – Local DW Report

48.1.7 Attachment G – Instructions for DW Monthly Expenditure and Cash Draw Reports

Attachment A - Sanction Schedule for Failed Performance

Number of Years Performance Measure Failed	Sanction for 1 Performance Measure	Sanction for 2 Performance Measures	Sanction for 3 Performance measures	Sanction for 4 Performance Measures
2	1% of PY/FY Allocation	2% of PY/FY Allocation	3% of PY/FY Allocation	4% of PY/FY Allocation
3	5% of PY/FY Allocation	6% of PY/FY Allocation	7% of PY/FY Allocation	8% of PY/FY Allocation
4	10% of PY/FY Allocation	11% of PY/FY Allocation	12% of PY/FY Allocation	13% of PY/FY Allocation
5	20% of PY/FY Allocation	21% of PY/FY Allocation	22% of PY/FY Allocation	23% of PY/FY Allocation

Workforce Investment Act - Local Adult

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:	2. PY/FY:	2a. American Recovery and Reinvestment Act ☐Yes ☒No

3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside

☒ **Program Funds** ☐ **Set-Aside Funds**

4. Contract Number	5. Final Report ☐Yes ☒No			

6. Reporting Period From: (Month, Day, Year)	To: (Month, Day, Year)	7. Date Submitted (Month, Day, Year)

8. Transactions	Cumulative
A. Cash - Administration :	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Administration:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
B. Cash - Adult Program:	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Adult Program:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
C. Program Income:	
a. Total Federal program income earned	
b. Program income expended in accordance with the addition method	
c. Unexpended program income (line a minus line b)	0
9. Additional Expenditure Data Required	
a. Other Federal funds expended	
b. Real property proceeds expended	
c. Expenditure of Adult Funds transferred to Dislocated Worker Program	

10. Remarks:

11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.

12. Contractor Authorized Signature(s) and Date

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Attachment C

Arizona Department of Economic Security

Adult Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
3) All expenditure data is required to be reported on an accrual basis.
4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

Attachment C

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Adult Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Adult Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Adult Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Adult Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the DISLOCATED WORKER PROGRAM. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Adult Funds transferred to the Dislocated Worker Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER FUNDS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Adult Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally

		binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY DISLOCATED WORKER UNLIQUIDATED OBLIGATIONS TRANSFERRED TO ADULT PROGRAM IN THIS LINE.
8B(g)	Expenditures and Unobligated Balances – Adult Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Adult Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating

		the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included. Note: Non-Federal funds expended for the purposes or

		activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.
8D(c)	Recipient Share of Unliquidated Obligations	Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date. *Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.*
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceed were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of Adult Funds Transferred to Dislocated Worker Program	Report any Adult Program Funds expended on the Dislocated Worker Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the

		information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification **Statement**	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor **Authorized Signature and Date**	Enter the Local Area Authorized Signature persons Name and the date of signature.

Workforce Investment Act - Local Youth

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:	2. PY/FY:	2a. American Recovery and Reinvestment Act ☐Yes ☒No
3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside ☒Program Funds ☐Set-Aside Funds		
4. Contract Number	5. Final Report ☒Yes ☐No	
6. Reporting Period From: (Month, Day, Year)	To: (Month, Day, Year)	7. Date Submitted (Month, Day, Year)

8. Transactions	Cumulative
A. Cash - Administration :	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Administration:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
B. Cash - Youth Program:	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Youth Program:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
C. Program Income:	
a. Total Federal program income earned	
b. Program income expended in accordance with the addition method	
c. Unexpended program income (line a minus line b)	0
9. Additional Expenditure Data Required	
a. Other Federal funds expended	
b. Real property proceeds expended	
c. Out of school youth expenditures	
d. In school youth expenditures (this line should be) 0	
e. Summer employment opportunities expenditures	
f. Total out of school and in school expenditures (Total MUST match line 8B(e)) 0	0

10. Remarks:

11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.

12. Contractor Authorized Signature(s) and Date

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Arizona Department of Economic Security

Youth Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
3) All expenditure data is required to be reported on an accrual basis.
4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Youth Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Youth Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Youth Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Youth Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration).
8B(e)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration).
8B(f)	Expenditures and Unobligated Balances – Youth Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e).
8B(g)	Expenditures and Unobligated Balances – Youth Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for

		this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Youth Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8D(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8D(b) from Line 8D(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program

		income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included. Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.
8D(c)	Recipient Share of Unliquidated Obligations	Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date. *Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.*
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b)	This is a formula cell and MUST NOT BE CHANGED. If the

		formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.
9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceed were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Out of School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on out of school youth.
9(d)	Additional Expenditure Data Required – In School Youth Expenditures	Enter the amount of expenditures reported on line 8B(e) that were spent on in school youth.
9(e)	Additional Expenditure Data Required – Summer Employment Opportunities Expenditures	Enter the amount of expenditures that were for summer employment opportunities. This is a stand alone line item, and is a subpart of Line 8B(e) and amounts entered on 9(c) and 9(d).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8C(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA

(Follow attached instructions)

1. Contractor Name:	2. PY/FY:	2a. American Recovery and Reinvestment Act ☐ Yes ☒ No

3. Program Funds or Set-Aside Funds - If Set-Aside Funds, Designate Which Set-Aside

☒ Program Funds ☐ Set-Aside Funds

4. Contract Number	5. Final Report ☐ Yes ☒ No			

6. Reporting Period From: (Month, Day, Year)	To: (Month, Day, Year)	7. Date Submitted (Month, Day, Year)

8. Transactions	Cumulative
A. Cash - Administration :	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Administration:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
B. Cash - Dislocated Worker Program:	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Dislocated Worker Program:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
B2. Cash - Rapid Response Program:	
a. Cash Receipts to Date	
b. Cash Disbursements to Date	
c. Cash on Hand (line a minus b)	0
Expenditures and Unobligated Balance - Rapid Response Program:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal obligations (line e plus f)	0
h. Unobligated balance of Federal funds (line d minus g)	0
C. Program Income:	
a. Total Federal program income earned	
b. Program income expended in accordance with the addition method	
c. Unexpended program income (line a minus line b)	0
D. Recipient Share:	
a. Total recipient share required	
b. Recipient share of expenditures	
c. Recipient share of unliquadated obligations	
d. Total recipient obligations (sum of lines b and c)	0
e. Remaining recipient share to be provided (line a minus line d)	0

9. Additional Expenditure Data Required	
a. Other Federal funds expended	
b. Real property proceeds expended	
c. Expenditure of DW Funds transferred to Adult Program	

10. Remarks:

11. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures and unliquidated obligations are for the purposes set forth in the award documents.

12. Contractor Authorized Signature(s) and Date

ATTACHMENT G

Arizona Department of Economic Security

Dislocated Worker Program

Accrued Expenditure and Cash Draw Report

Instructions

Report Submission:

1) The Department of Economic Security require all contractors to submit the Accrued Expenditure and Cash Draw Report electronically via E-Mail in the exact format as received by the Local Area with no changes to cell formulas, headings, etc.
2) Report submittals must be accurate and by submitting electronically, the contractor certifies that the information contained therein is accurate to the best of their knowledge.
3) A separate report form is due for each Program and Fiscal Year, each grant fund (i.e. Adult, Youth and Dislocated Worker), and each Set-Aside funded project (i.e. incentive funds, technical assistance, business outreach, etc.).

Reporting Requirements:

1) The report is due 30 days after the end of each calendar month. Any exceptions to this timeframe must be received in writing from the Department. Failure to comply with this requirement may result in delays in receipt of cash draws or suspension of cash draws until reports are brought up to date.
2) A final closeout report for each grant fund (i.e. Adult, Youth and Dislocated Worker) and set-aside project (i.e. incentive funds, technical assistance, business outreach, etc.) is due no later than 30 days after the funding availability period or within 30 days of the final expenditure which reaches the contract ceiling for that fund or project, whichever occurs first.
3) All expenditure data is required to be reported on an accrual basis.
4) All financial reporting is to be cumulative from the contract inception or specified start date for the funds provided.

ATTACHMENT G

Line Item Instructions for the Accrued Expenditure and Cash Draw Report

Form Line Number	Reporting Item	Instructions
1	Contractor Name	Fill in the name of the Local Area or Agency who receives the funds.
2	PY/FY	Fill in the Program Year or Fiscal Year for the fund source the report is being completed for (i.e. PY08 or FY09).
2(a)	American Recovery and Reinvestment Act Funds (Y/N)	Check whether the funds being reported on are part of the ARRA Stimulus funding.
3	Program Funds or Set-Aside Funds	Indicate whether the report is for the 85% local area funding or whether it is for set-aside funds. If the report is for set-aside funds, a separate report for each set-aside project must be completed (i.e. a separate report is required for incentive funds and youth funds as an example).
4	Contract Number	Fill in the complete contract number as it appears in the contract for which the funds were received under (example: DE0911198000).
5	Final Report Y/N	Check the appropriate box for whether the report is the final report for the funds or not.
6	Reporting Period	Fill in the report period start date and end date. The start date should be the date the funds were made available per the contract.
7	Date Submitted	Fill in the date the report was e-mailed or mailed to the Department.
8	Transactions	Enter cumulative amounts in the cumulative column for each line item requiring data entry, as of the reporting period end date. NOTE: If any line item does NOT

		require data entry for the reporting period, a ZERO (0) must be entered.
8A(a)	Cash – Administration – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Administration.
8A(b)	Cash – Administration – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Administration.
8A(c)	Cash – Administration – Cash On Hand (Line a minus Line b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8A(d)	Expenditures and Unobligated Balances – Administration – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Administration.
8A(e)	Expenditures and Unobligated Balance – Administration – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Administration.
8A(f)	Expenditures and Unobligated Balances – Administration – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Administration. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8A(f) that was included in line 8A(e).
8A(g)	Expenditures and Unobligated Balances – Administration – Total Federal Obligations	Formula Cell that adds line 8A(e) and 8A(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8A(h)	Expenditures and Unobligated Balances – Administration – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8A(g) from Line 8A(d). This cell

		MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(a)	Cash – Dislocated Worker Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration).
8B(b)	Cash – Dislocated Worker Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration).
8B(c)	Cash – Dislocated Worker Program – Cash On Hand	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B(d)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration). Note: The allocation amount MUST include any funds which the local area has identified as being transferred to the Adult Program. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER IN THIS LINE.
8B(e)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration). Note: Expenditure of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT FUNDS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(f)	Expenditures and Unobligated Balances – Dislocated Worker Program – Federal Share of Unliquidated	Enter the amount of Unliquidated Obligations (legally

	Obligations	binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B(f) that was included in line 8B(e). Note: Unliquidated Obligations of Dislocated Worker Funds transferred to the Adult Program MUST BE REPORTED on this line. DO NOT REPORT ANY ADULT UNLIQUIDATED OBLIGATIONS TRANSFERRED TO DISLOCATED WORKER PROGRAM IN THIS LINE.
8B(g)	Expenditures and Unobligated Balances – Dislocated Worker Program – Total Federal Obligations	Formula Cell that adds line 8B(e) and 8B(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B(h)	Expenditures and Unobligated Balances – Dislocated Worker Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B(g) from Line 8B(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(a)	Cash – Rapid Response Program – Cash Receipts to Date	Enter the amount of cash received as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(b)	Cash – Rapid Response Program – Cash Disbursements to Date	Enter the amount of cash disbursed as of the reporting period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(c)	Cash – Rapid Response Program – Cash On Hand	This is a formula cell and MUST

		NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8B2(d)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Funds Authorized	Enter the total amount available as received in the contract for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(e)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Expenditures	Enter the amount of expenditures (including accrued expenses) incurred through the report period end date for Program related costs (excludes Administration and Dislocated Worker Program).
8B2(f)	Expenditures and Unobligated Balances – Rapid Response Program – Federal Share of Unliquidated Obligations	Enter the amount of Unliquidated Obligations (legally binding commitments to expend subject grant funds authorized) for which an accrued expenditure has not yet been incurred, as of the last day of the reporting period for Program related costs. Unliquidated obligations should include amounts which will become due to sub recipients and subcontractors. Do not include any amount on line 8B2(f) that was included in line 8B2(e).
8B2(g)	Expenditures and Unobligated Balances – Rapid Response Program – Total Federal Obligations	Formula Cell that adds line 8B2(e) and 8B2(f). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8B2(h)	Expenditures and Unobligated Balances – Rapid Response Program – Unobligated Balance of Federal Funds	Formula Call that Subtracts line 8B2(g) from Line 8B2(d). This cell MUST NOT BE CHANGED. If the formula for this cell is altered, the form will be returned and cash receipts may be delayed.
8C(a)	Program Income – Total Federal Program Income Earned	Enter the total amount of program income earned during the reporting period as the result

		of allowable grant activity. The addition method of recording and reporting program income is required for all ETA programs/grants. For additional reference, program income is defined in the applicable program regulations and in 29CFR95.24 and 29CFR97.25. The Net program income (i.e. after the expense of generating the income is subtracted from the income earned) is preferred. If no program income is earned a ZERO (0) MUST BE ENTERED.
8C(b)	Program Income – Program Income Expended in Accordance with the Addition Method	Enter the amount of program income reported on line 8C(a) that was expended during the reporting period.
8C(c)	Program Income – Unexpended Program Income	This is a formula cell and MUST NOT BE CHANGED. If the cell is altered, the form will be returned for correction and cash receipts may be delayed. This cell will subtract line 8C(b) from Line 8C(a). If the resulting calculation results in a negative number, the local areas must explain in the remarks section (Section 12) why there was negative program income. If the calculation results in a positive number, the local area must explain in the remarks section of the form (Section 10) what the planned use of the program income is, and when it is expected to be expended.
8D(a)	Total Recipient Share Required	Enter match requirement if applicable. If there is no match requirement, a ZERO must be entered.
8D(b)	Recipient Share of Expenditures	Enter any non-Federal funds expended, by recipient organization, for the purposes of the WIA Grant. Expenditures identified on this line item must be allowable costs which could

		otherwise have been paid for out of the WIA grant funds. These expenditures should include other non-Federal leveraged resources. The value of allowable non-federal in-kind contributions should also be included. Note: Non-Federal funds expended for the purposes or activities of WIA Grant, which are allowable under all OMB Circulars, but which are not completely allowable under WIA Grant (due to a program specific restriction), should NOT be reported on this line item.
8D(c)	Recipient Share of Unliquidated Obligations	Enter any obligations (legal commitments to expend non-Federal funds) for which an accrued expenditure has not yet been incurred, as of the reporting period end date. *Do not include any amount on line 8D(c) that has been reporting on line 8D(b). Don not include any amount on line 8D(c) for a future commitment of funds (e.g., entire lease, budgeted salary costs) for which an obligation has not yet been incurred.*
8D(d)	Total Recipient Share (sum of line 8D(a) and 8D(b)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
8D(e)	Remaining Recipient Share to be Provided (line 8D(a) minus line 8D(d)	This is a formula cell and MUST NOT BE CHANGED. If the formula for the cell is altered, the form will be returned and cash receipts may be delayed.
9(a)	Additional Expenditure Data Required – Other Federal Funds Expended	If no other Federal funds were expended a ZERO (0) MUST BE ENTERED.

ATTACHMENT G

9(b)	Additional Expenditure Data Required – Real Property Proceeds Expended	If no real property proceed were expended a ZERO (0) MUST BE ENTERED.
9(c)	Additional Expenditure Data Required – Expenditure of DW Funds Transferred to Adult Program	Report any Dislocated Worker Program Funds expended on the Adult Program in this field for the reporting period. In addition, expenditures reported in this line MUST BE REPORTED AS PART OF LINE 8B(e).
10	Remarks	Enter any remarks related to the information reported on the form. In addition, if any program income and expenditures are reported, please see line 8D(c) for specific instructions on what must be entered in this field.
11	Certification Statement	This field MUST NOT BE CHANGED. If any change is made to this field, the report will be returned for correction, and the cash receipts may be delayed.
12	Contractor Authorized Signature and Date	Enter the Local Area Authorized Signature persons Name and the date of signature.

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-2098 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 10/01/2013

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 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013 - June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Co-Location Resource Sharing Agreement between Gila County (dba Gila/Pinal Workforce Investment Board) and Central Arizona College.

Background Information

The purpose of this Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act of 1998. As a mandated partner in the One-Stop Delivery System, Central Arizona College will be provided the necessary office space to perform work duties.

Evaluation

Central Arizona College will reimburse Gila County (dba Gila/Pinal Workforce Investment Board) for its share of the costs associated with co-locating at the Pinal County Comprehensive One-Stop Center as per breakdown in the Co-Location Resource Sharing Agreement. Office space is 64 sq. ft and common space is 52 sq. ft. Total annual cost is $4,788.

Conclusion

The Agreement between Gila County and Central Arizona College for office space and common space is to perform work duties at the Gila County Comprehensive One-Stop Center in Globe.

Recommendation

The WIB Program Manager is recommending that the Gila County Board of Supervisors approve the Co-location Resource Sharing Agreement between Gila County (dba Gila/Pinal Workforce Investment Board) and Central Arizona College for work space at the Gila County Comprehensive One-Stop Center in Globe in the amount of $4,788 for the period July 1, 2013, through June 30, 2014.

Suggested Motion

Approval of a Co-Location Resource Sharing Agreement between Gila County (dba Gila/Pinal Workforce Investment Board) and Central Arizona College (CAC) to provide CAC with work space at the Gila County Comprehensive One-Stop Center in Globe in the amount of $4,788 per year for the period July 1, 2013, through June 30, 2014.

Attachments

CAC Co-Location Agreement

Legal Explanation

AGREEMENT

BETWEEN

CENTRAL ARIZONA COLLEGE

AND

GILA COUNTY
(dba Gila/Pinal Workforce Investment Board)

FOR

GILA/PINAL WORKFORCE INVESTMENT ONE-STOP CENTERS

CO-LOCATION – RESOURCE SHARING AGREEMENT

JULY 1, 2013 – JUNE 30, 2014

AGREEMENT

This Agreement (Agreement) is between Central Arizona College and Gila County dba Gila/Pinal Workforce Investment Board (hereafter collectively referred to as Gila-Pinal WIB).

WHEREAS Central Arizona College is duly authorized to execute and administer contracts under A.R.S. §41-1954 (A) (1) (d); and

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. § 11-201; and

THEREFORE Central Arizona College and Gila/Pinal WIB agree to abide by all the terms and conditions set forth in this Contract. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

1.0 PARTIES

1.1 This Agreement is between Central Arizona College and Gila County dba Gila/Pinal Workforce Investment Board; hereinafter called "Gila/Pinal WIB".

1.2 In consideration of the mutual representations and obligations hereunder, Central Arizona College and the Gila/Pinal WIB agree to abide by all the terms and conditions set forth herein.

2.0 TERM OF AGREEMENT

2.1 **Term**

The term of this Agreement shall have an effective date of October 1, 2012 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

2.2 **Extension**

This Agreement may be extended through a written amendment by mutual agreement of the parties except that this Agreement may not be extended beyond June 30, 2017.

2.3 **Termination**

2.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.

2.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

2.3.3 In the event of early termination for any reason, any funds advanced to either party for services to be performed after the termination date shall be returned to the advancing party within ten (10) days after the date of termination.

2.3.4 Either party may immediately terminate this Agreement if they determine that the health, welfare or safety of service recipient is endangered.

2.3.5 In the event of termination or suspension of the Agreement by either party, such termination or suspension shall not affect the obligation of both parties to indemnify each other and the State for any claim by any third party against the State or the terminating party arising from the other party's performance of this Agreement and for which the other party would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. §41-621, et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

3.0 DEFINITIONS

3.1 "Gila/Pinal WIB" means the party who is providing co-location space. In this instance the Gila/Pinal WIB is Gila County dba Gila-Pinal Workforce Investment Board.

3.2 "Gila-Pinal WIB Site Location" means the facility where the co-location of integrated program services will occur.

3.3 "Co/locator" means the party who is co-locating. In this instance the Co-locator is Central Arizona College.

3.4 "Agreement" means the executed Agreement between the parties.

4.0 PURPOSE

4.1 The purpose of this Agreement is to implement the Resource Agreement attached hereto as Exhibit 1. These documents provide for funding arrangements between co-locator, a partner agency that is co-located in the

Gila/Pinal Workforce Investment Area. This partnership allows for integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Gila County in accordance with the Workforce Investment Act (P.L. 105-220 of 1998).

5.0 RESPONSIBILITIES

5.1 Central Arizona College and Gila/Pinal WIB agree as follows:

5.2 The Gila/Pinal WIB shall provide Central Arizona College with 116 net square feet of workspace at the Globe location (Section 12.1 Occupancy Information) and shall provide the necessary common area needed for Central Arizona College staff to perform work duties.

5.3 Central Arizona College will reimburse the Gila/Pinal WIB for usage of the workspaces and a percentage of the common areas on a monthly basis.

6.0 PAYMENT REQUIREMENTS

6.1 Central Arizona College shall prepare and issue a payment by the thirtieth (30) day of the month in the amount of $399.00 per month. The payment shall be submitted to the address shown in Section 7.1.

7.0 NOTICES

7.1 All notices to the Gila/Pinal WIB regarding this Agreement shall be sent to the following address:

Barbara Valencia, Program Manager
Gila County dba Gila/Pinal Workforce Investment Board
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Phone: 928-402-8657
Fax: 928-425-9468

7.2 The following One Stop Career Center Staff will handle routine non-monetary issues or concerns:

Casa Grande	Marty Clay	520-374-3001
Globe	Barbara Valencia	928-402-8657

7.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

7.5 All notices shall reference both of the contract numbers as indicated on the signature page of this Agreement.

8.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

8.1 Central Arizona College shall comply with Executive Order 75-5, as modified 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 all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Central Arizona College shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

8.2 Central Arizona College and Gila/Pinal WIB shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

8.3 Central Arizona College shall comply with the following:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

9.0 CANCELLATION FOR CONFLICT OF INTEREST

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

10.0 AMENDMENTS OR MODIFICATIONS

10.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

10.2 **Exceptions**

Either party shall give written notice to the other party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of the Gila-Pinal WIB which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

11.0 IT 508 COMPLIANCE

11.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 o0f the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

12.0 OCCUPANCY INFORMATION

12.1 **Site Location**

Location – Globe
Gila-Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, AZ 85501

12.2 **Costs**

Central Arizona College will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the above locations (Section 18.1) as per the breakdown in the attached Resource Sharing Agreement (RSA) – Exhibit 1. Globe's location annual cost equals $4788.00.

12.3 Gila/Pinal WIB shall ensure the interior janitorial services and exterior ground maintenance.

12.4 Gila/Pinal WIB shall ensure maintenance of the structural elements, heating, cooling and other systems of the co-location space/facility.

13.0 TELECOMMUNICATIONS, VOICE/DATA

13.1 The percentage of the communication costs are integrated and are part of Central Arizona College total monthly charges as agreed to in the RSA. Central Arizona College will not be billed separately for these costs.

13.2 **Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

13.3 **Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

14.0 OFFICE FURNITURE & EQUIPMENT

14.1 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

14.2 **Equipment Supplies – Globe**

The equipment supplies use such as paper, toner and maintenance costs are part of Central Arizona College total monthly charges as agreed to in the RSA and Central Arizona College will not be billed separately for these costs.

15.0 VETERANS' PRIORITY PROVISIONS

15.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

16.0 AMERICANS WITH DISABILITIES ACT

16.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

17.0 COMPLIANCE WITH CIVIL RIGHTS ACT

17.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 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. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

18.0 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."

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.

19.0 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.

20.0 ATTACHMENT

The following list of exhibits constitutes an integral part of subject Agreement:

1. Resource Sharing Agreement – Globe

FOR AND ON BEHALF OF
CENTRAL ARIZONA COLLEGE

Signature

Chris Wodka
Printed Name

Vice Pres., Finance & Admin. Services
Title

August 19, 2013
Date

FOR AND ON BEHALF OF THE GILA COUNTY dba
GILA/PINAL WORKFORCE INVESTMENT BOARD

Signature

Michael Pastor
Printed Name

Chairman, Gila County Board of Supervisors
Title

Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal

Date

GILA/PINAL WOKFORCE INVESTMENT AREA
RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the Gila/Pinal Workforce Investment Area One-Stop Delivery System serving employers, job seekers and those seeking career advancement **in Gila and Pinal County.** Through this Agreement, as part of the Memorandum of Understanding between **Central Arizona College** and **Gila/Pinal Workforce Investment Board,** the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs.

The Agreement contains the following sections:

I. Effective Date and Term
II. Identification of Shared Costs
III. Resource Sharing Agreement
IV. Modification and Reconciliation Procedures
V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on July 1, 2013 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as the attached Identification of Share Costs to this RSA. The following partner organization **Central Arizona College** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Center in Globe** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Central Arizona College** shall make monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

It is expected one-stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the one-stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to the local One-Stop Committee within 15 days of the initial dispute.

- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.

- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

Confidentiality: Each party to this Agreement warrants that it will comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Globe Location
Office Space/Common Area

DESCRIPTION:	CAP	GEST	HAP/WAP	REPAC	WIA	CAC	CAAG	DES	TOTAL
OFFICE SQUARE FT	80	80	48	80	96	64	48	48	544
OFFICE SQUARE FT	80	96	120	80	48		48	74	546
OFFICE SQUARE FT	80	96	120	80	59				435
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			80	80					160
OFFICE SQUARE FT			48	80					128
OFFICE SQUARE FT			48	80					128
			96	160					256
TOTAL:	240	272	640	720	203	64	96	122	2357

DEPARTMENT NAME:	CAP	GEST	HAP/WAP	REPAC	WIA	CAC	CAAG	DES	TOTAL
COMMON AREA	197	223	525	590	167	52	79	100	1933
OFFICE/CUBICLE EXPENSES:	240	272	640	720	203	64	96	122	2357
Total square footage:	437	495	1165	1310	370	116	175	222	4290
$ per square footage	$ 1.59	$ 1.59	$ 1.59	$ 1.59	$ 1.59	$ 1.59	$ 1.59	$ 1.59	$ 1.59
MONTHLY AMOUNTS	$695	$787	$1,852	$2,083	$588	$184	$278	$353	$6,820
X 12 MONTHS:	$ 8,338	$ 9,445	$ 22,228	$ 24,995	$ 7,060	$ 2,213	$ 3,339	$ 4,236	$ 81,840

7/2/2013

Globe One-Stop Location
Shared Costs

Shared Resources	Yrly Cost	Mthly Cost	CAP Amount	GEST Amount	WAP/HAP Amount	REPAC Amount	WIB Amount	CAAG Amount	CAC Amount	DES Amount
Office Space ($1.10 square ft)	$ 81,840.00	$ 6,820.00	$ 695.00	$ 787.00	$ 1,852.00	$ 2,083.00	$ 588.00	$ 278.00	$ 184.00	$ 353.00
Phones	$ 18,000.00	$ 1,500.00	$ 200.00	$ 200.00	$ 350.00	$ 400.00	$ 50.00	$ 100.00	$ 50.00	$ 100.00
Internet Access	$ 10,800.00	$ 900.00	$ 120.00	$ 120.00	$ 210.00	$ 240.00	$ 60.00	$ 120.00	$ 60.00	$ 120.00
Copier Maintenance & Supplies	$ 21,600.00	$ 1,800.00	$ 248.40	$ 242.28	$ 397.80	$ 596.70	$ 99.36	$ 100.00	$ 50.00	$ 165.78
Janitorial/Security Lighting	$ 10,000.00	$ 833.33	$ 115.00	$ 112.17	$ 184.17	$ 276.25	$ 46.08	$ 22.92	$ 12.00	$ 76.75
Fax Line & Supplies	$ 2,000.00	$ 166.67	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 15.35
Monthly's Costs		$ 12,020.00	$ 1,421.40	$ 1,504.45	$ 3,036.97	$ 3,638.95	$ 886.44	$ 663.92	$ 399.00	$ 830.88
Annual Costs	$ 144,240.00	$ 144,240.00	$ 17,056.80	$ 18,053.36	$ 36,443.60	$ 43,667.40	$ 10,637.32	$ 7,967.00	$ 4,788.00	$ 9,970.56

TOTAL COMMON AREA	1933
TOTAL OFFICE SPACE	2357
TOTAL SQUARE FEET	4290

COMMON AREAS ONE STOP	
CONFERENCE ROOM	565
RECEPTION	481
BATHROOM-PUBLIC	62
BATHROOM-PRIVATE	170
SERVER ROOM	214
RESOURCE ROOM	321
TELEPHONE ROOM	120
TOTAL COMMON AREA	**1933**

	DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAAG	96	4.07%	79
WIB	203	8.61%	167
REPAC	720	30.55%	590
HAP/WAP	640	27.15%	525
GEST	272	11.54%	223
DES	122	5.18%	100
CAP	240	10.18%	197
CAC	64	2.72%	52
TOTAL	2357	100.00%	1933

VI. Authority and Signatures

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

AGREED and EXECUTED effective on July 1, 2013

For and On Behalf of Central Arizona College	For and on Behalf of the Gila County dba Gila/Pinal Workforce Investment Board
Signature	Signature
Chris Wodka Printed Name	Michael Pastor Printed Name
Vice Pres., Finance & Admin. Services Title	Chairman, Gila County Board of Supervisors Title
August 19, 2013 Date	Date

ATTEST:

Marian Sheppard, Clerk of the Board

Date

APPROVED AS TO FORM:

Bryan B. Chambers
Deputy Attorney Principal

Date

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-2112 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 10/01/2013

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:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	10-01-13 through 09-30-18	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Intergovernmental Agreement (Contract No. ADHS14-053062) with the Arizona Department of Health Services.

Background Information

This contract replaces Contract No. ADHS11-004485. The purpose of this Intergovernmental Agreement (IGA) is for the Arizona Department of Helath Services (ADHS) to provide continued funding for the Gila County Nutrition Services Program of which the following program services are provided to qualified families: Women, Infant and Child (WIC), Breastfeeding Peer Counseling (BFPC), and Farmers Market Nutrition Program (FMNP).

Evaluation

Attachment A to the IGA is the Price Sheet of which prices have been established for the period October 1, 2013, through September 30, 2014, as follows: WIC services in the amount of $268,575, and BFPC services in the amount of $40,000. FMNP services are also included at $1.25 per WIC participant on as as-needed basis. This funding will allow Gila County to continue to provide nutrition education services to qualified families.

Conclusion

Without this funding, Gila County would be unable to provide nutrition education services to qualified families.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve this IGA with ADHS in the total amount of $308,575 to provide services for the period of October 1, 2013, through September 30, 2018. The Price Sheet is subject to change after September 30, 2014.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services (ADHS) in the amount of $308,575 to allow for the continued provision of Nutrition Program Services for the period of October 1, 2013, through September 30, 2018. (This Contract replaces ADHS Contract No. ADHS11-004485.)

Attachments

ADHS Contract No. ADHS14-053062

Legal Explanation

INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-053062

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: **WIC, BFPC, FMNP Services** **Begin Date:** **October 1, 2013**

Geographic Service Area: **Gila County** **Termination Date:** **September 30, 2018**

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 Services
Address:
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS14-053062 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_____, 2013

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

Print Name and Title

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No.P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature **Date**
Assistant Attorney General:

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials*" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

__X__ Cost Reimbursement

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.

4.10.3 *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.

4.10.4 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.

4.10.5 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 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments.**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local

taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure**.**

7.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

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

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

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

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

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event

the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

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

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

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

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

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

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies.**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration*. If a stop work order issued under this clause is canceled or the period

of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be

paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration.**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication.**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances.**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity.**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes.**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract.**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

18.1 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 Arizona Strategic Enterprise Technology (ASET), 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.

18.2 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 ASET/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.

1. Background

1.1 The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1.1 **WIC Nutrition Services**

1.1.1.1 The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.1.2 To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.2.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.2.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.2.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1st) year of their baby's life;

1.1.1.2.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.2.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.1.2.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);

1.1.1.2.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.2.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.2.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five (45%).

2. Breastfeeding Peer Counseling (BFPC)

2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

3. Farmer's Market Nutrition Program (FMNP)

3.1 The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

4. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

5. Scope of Work

5.1 WIC Services

5.1.1 The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

5.1.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

5.1.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

5.1.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

5.1.1.4 Issue WIC food instruments/benefits;

5.1.1.5 Ensure the collection and recording of accurate information;

5.1.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

5.1.1.7 Provide administrative functions for operation of the WIC Program; and

5.1.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

5.2 Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the according to the WIC Policy and Procedure Manual in order to increase the breastfeeding rate and duration of breastfeeding.

5.3 Farmer's Market Nutrition Program (FMNP)

5.3.1 WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

5.3.1.1 Identifying participants and offering program services;

5.3.1.2 Distributing information to participants;

5.3.1.3 Providing competent staff to perform certification;

5.3.1.4 Issuing of FMNP checks;

5.3.1.5 Safeguarding FMNP checks;

5.3.1.6 Documenting accurately all required information;

5.3.1.7 Providing administrative functions necessary for operation of the FMNP;

5.3.1.8 Preparing and submitting all required reports in accordance with this Contract; and

5.3.1.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6. Tasks and Requirements

6.1 WIC Services Outreach and Referrals

6.1.1 The Contractor shall:

6.1.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract;

6.1.1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract;

6.1.1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract; and

6.1.1.4 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

6.2 BFPC Outreach

6.2.1 The Contractor shall:

6.2.1.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

6.3 Participant Records

6.3.1 The Contractor shall:

6.3.1.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

6.3.1.1.1 Eligibility and ineligibility determinations;

6.3.1.1.2 Complete nutrition assessments;

6.3.1.1.3 Nutrition and breastfeeding education and support;

6.3.1.1.4 Nutrition and breastfeeding counseling;

6.3.1.1.5 Encourage participants in setting behavioral goals;

6.3.1.1.6 Appropriate referrals;

6.3.1.1.7 Program abuse; and

6.3.1.1.8 Food instrument issuances.

6.3.1.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and food instruments issued by the Contractor.

6.3.1.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 24626 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6.3.1.4 Ensure staff only has access to the WIC Computer Data System and client files for business related reason(s).

6.3.1.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed according to the WIC PPM.

6.3.1.6 Notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

6.3.1.7 Immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

6.3.1.7.1 What data elements were involved and the extent of the data involved in the breach;

6.3.1.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

6.3.1.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

6.3.1.7.4 A description of the probable causes of the improper use or disclosure; and

6.3.1.7.5 Whether Arizona Revised Statues (A.R.S) § 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.

6.3.1.8 Provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

6.3.1.9 Notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. Obtain approval of content and timeline from ADHS prior to sending out of notification to affected individuals.

6.3.1.10 Arrange and pay for any mitigation (e.g. credit monitoring services) for participants at risk of identity theft because of breach of security of information.

6.4 FMNP Participant Records Tasks:

6.4.1 The Contractor shall:

6.4.1.1 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6.5 Service Delivery and Program Rules

6.5.1 The Contractor shall:

6.5.1.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; To be eligible, program participants shall meet the following requirements:

6.5.1.1.1 Household income does not exceed 185% of the current designated federal poverty guidelines or are adjunctively eligible;

6.5.1.1.2 Have a nutritional risk as defined in the WIC PPM; and

6.5.1.1.3 Reside in Arizona as defined by the WIC PPM.

6.5.1.2 Ensure that the program participants are in one (1) of the following categories:

6.5.1.2.1 Pregnant women,

6.5.1.2.2 Breastfeeding women up to twelve (12) months post-partum,

6.5.1.2.3 Non-breastfeeding women up to six (6) months post-partum,

6.5.1.2.4 Infants from birth to age one (1), or

6.5.1.2.5 Children from age one (1) year through the end of the month in which they turn five (5) years.

6.5.1.3 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

6.5.1.4 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

6.5.1.5 Assist participants in setting goals for behavioral change and follow-up on goals set;

6.5.1.6 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote BFPC Program, when appropriate;

6.5.1.7 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments/benefits as set forth in the WIC PPM;

6.5.1.8 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided

with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

6.5.1.9 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

6.5.1.10 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument/benefit use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.5.1.11 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets; and

6.5.1.12 Explain to all WIC participants that, in addition to FMNP checks, WIC CVVs may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

6.6 Additional BFPC Service Delivery Tasks

6.6.1 The Contractor shall:

6.6.1.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

6.6.1.2 Provide peer counseling services. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

6.6.1.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors.

6.7 Additional FMNP Delivery Tasks

6.7.1 The Contractor shall:

6.7.1.1 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.7.1.2 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;

6.7.1.3 Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

6.7.1.4 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

6.7.1.5 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

6.7.1.6 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

6.8 Participant-Centered Nutrition Education

6.8.1 The Contractor shall:

6.8.1.1 Prepare and submit a two (2) year Nutrition Services Plan for participants to include, but not be limited to:

6.8.1.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan,

6.8.1.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal,

6.8.1.1.3 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,

6.8.1.1.4 Provide and document professional supervision, mentoring and monitoring of paraprofessional staff at the clinic level on a regular basis, as often as necessary, to ensure competence,

6.8.1.1.5 Provide, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,

6.8.1.1.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

6.8.1.1.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

6.8.1.1.6.2 The cost of procuring and producing nutrition education materials;

6.8.1.1.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

6.8.1.1.6.4 The cost of conducting participant evaluations of nutrition education;

6.8.1.1.6.5 The salary and other costs incurred in developing the nutrition education plan; and

6.8.1.1.6.6 Other ADHS-approved costs.

6.8.1.2 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages; and

6.8.1.3 Provide documentation that a minimum of four percent (4%) of its annual WIC expenditures have been used to support breastfeeding promotion and education, If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

6.9 Staffing

6.9.1 The Contractor shall:

6.9.1.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Local Agency shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration;

6.9.1.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If the Local Agency has barriers to this staffing standard, the Contractor shall submit in writing to ADHS its plan for coordination of nutrition services within the Local Agency to be approved by ADHS;

6.9.1.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants;

6.9.1.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation;

6.9.1.5 Provide an appropriate number of adequately trained, competent, certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual competencies as set forth in the ADHS WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.6 Provide an appropriate number of adequately trained, competent, nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the competencies for Nutrition Education Specialists as set forth in the ADHS WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.7 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS;

6.9.1.8 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS;

6.9.1.9 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable; and

6.9.1.10 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

6.10 Additional BFPC Service Staffing

6.10.1 The Contractor shall:

6.10.1.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources;

6.10.1.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason; and

6.10.1.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6.11 Staff Training

6.11.1 The Contractor shall:

6.11.1.1 Implement the Blended Learning ADHS training plan for new staff;

6.11.1.2 Ensure all WIC staff are registered and complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at www.azdhslearn.gov, in accordance with the ADHS WIC PPM;

6.11.1.3 In addition to state requirements for competency trainings, implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations;

6.11.1.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS LMS course on Civil Rights or other courses that will be required by ADHS;

6.11.1.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards; and

6.11.1.6 Provide one (1) representative for a maximum of 12 iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

6.12 Additional BFPC Staff Training

6.12.1 The Contractor shall:

6.12.1.1 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term;

6.12.1.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment;

6.12.1.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others; and

6.12.1.4 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

6.13 Data Collection

6.13.1 The Contractor shall:

6.13.1.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System;

6.13.1.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM; and

6.13.1.3 Ensure WIC Computer Data System users maintain integrity by keeping their username and password secure; and

6.13.1.4 Ensure users do not share their login information with others.

6.14 Administrative Services

6.14.1 The Contractor shall:

6.14.1.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded programs;

6.14.1.2 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system;

6.14.1.3 Ensure the capital equipment listing includes the following:

6.14.1.3.1 Tag or ID number,

6.14.1.3.2 Description,

6.14.1.3.3 Purchase cost or fair market value on date of donation,

6.14.1.3.4 Purchase or donation date,

6.14.1.3.5 Location, and

6.14.1.3.6 Disposal date.

6.14.1.4 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

6.14.1.5 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more;

6.14.1.6 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;

6.14.1.7 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding $2,500 if purchased prior to October 1, 2010, and $5,000 or more beginning on October 1, 2010;

6.14.1.8 Submit to ADHS for approval any policy or procedure that deviates from those set forth in the Arizona WIC PPM;

6.14.1.9 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to:

6.14.1.9.1 Names of WIC Directors,

6.14.1.9.2 RDs,

6.14.1.9.3 Nutritionists,

6.14.1.9.4 Clinic staff,

6.14.1.9.5 Clinic names,

6.14.1.9.6 Addresses,

6.14.1.9.7 Phone numbers,

6.14.1.9.8 Days and hours of operations, closure days, and

6.14.1.9.9 Other pertinent information for the public to know.

6.14.1.10 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;

6.14.1.11 Read, timely, all ADHS posted documents and provide requested response on the ADHS SharePoint site;

6.14.1.12 Ensure the State Agency has its most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account; and

6.14.1.13 Maintain documentation records of WIC services according to the WIC PPM, including but not limited to:

6.14.1.13.1 Signed consent forms for anemia screening and anthropometrics,

6.14.1.13.2 Signed Rights and Obligations Form for enrolled participant files (active and inactive),

6.14.1.13.3 Eligible participant files (active and inactive),

6.14.1.13.4 Ineligible applicant forms/files,

6.14.1.13.5 Monthly Participation Reports by Category and Ethnicity,

6.14.1.13.6 Outreach files,

6.14.1.13.7 Medical documentation,

6.14.1.13.8 Staff files:

6.14.1.13.8.1 Trainings attended;

6.14.1.13.8.2 Skill observations; and

6.14.1.13.8.3 Annual evaluations.

6.14.1.13.9 Documentation of dual participation actions,

6.14.1.13.10 Waiting lists (when applicable),

6.14.1.13.11 Reconciliation of voided food instruments,

6.14.1.13.12 Civil rights file to include documentation and resolution of all civil rights complaints,

6.14.1.13.13 Documentation of annual civil rights training of all employees, and

6.14.1.13.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

6.14.1.14 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;

6.14.1.15 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;

6.14.1.16 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM;

6.14.1.17 Prepare and submit Final Yearly Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year;

6.14.1.18 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;

6.14.1.19 Prepare and submit an annual update on the Two (2) Year Contractor's Outreach Plan and a progress report on activities accomplished during the year;

6.14.1.20 Prepare and submit an annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;

6.14.1.21 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes;

6.14.1.22 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation; and

6.14.1.23 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM.

6.15 Additional Peer Counseling Administrative Services

6.15.1 The Contractor shall:

6.15.1.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS; and

6.15.1.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

6.16 Additional FMNP Administrative Services

6.16.1 The Contractor shall:

6.16.1.1 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

7. Reference Documents

7.1 Arizona WIC Program Policies and Procedures Manual: Refer to:
http://azdhs.gov/azwic/local_agencies_policyManual.htm

7.2 Arizona FMNP Manual: Refer to:
http://azdhs.gov/azwic/farmers_market.htm

7.3 Federal Regulations: Refer to
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl

7.4 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information, and

7.5 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

8. State Provided Items

8.1 Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

8.2 Hardware and software necessary for operation of the WIC Computer Database System.

8.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

8.4 Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card when implemented.

8.5 CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.

8.6 Nutrition Education Materials for participants.

8.7 Quarterly Report template (electronic) for Peer Counseling Program.

8.8 Technical assistance and support.

8.9 Breastfeeding material lending and library for Peer Counselor use.

8.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

8.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

8.12 FMNP Participant Guides.

8.13 Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

8.14 Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

8.15 Periodic redemption reports for issued checks.

8.16 Formats for required reports.

8.17 Program Integrity staff monitoring reports (monthly).

9. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

9.1 The Contractor shall prepare and submit to ADHS:

9.1.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

9.1.2 Individual electronic and signed paper copy of the CER invoice, not later than *thirty* (30) days following the end of each report month of the program year;

9.1.3 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

9.1.4 WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than *forty-five (45)* days following the end of each Contract year;

9.1.5 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

9.1.5.1 Request for Caseload to be served;

9.1.5.2 Request for budget and budget justification;

9.1.5.3 Updated Participant Nutrition Education Plan for the following contract year and a progress report of the previous year's activities;

9.1.5.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and

9.1.5.5 Any additional services.

9.1.6 All required responses to federal and state audits and reviews submitted in a timely manner, according to the deadline dates specified in the audit letters.

9.1.7 Additional Peer Counseling Deliverables

9.1.7.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

10. PERFORMANCE STANDARDS AND AWARDS

10.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

10.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

10.3 Local Agencies shall be eligible for one (1) or more of the following awards:

10.3.1 Any Local Agency in which ninety percent (90%) or more of the certifications six (6) months (October 1 through March 31) have an appropriate TGIF note as verified by the "No notes" and "TGIF detail" reports may receive an award of $10,000.00 added to their following fiscal year WIC funding formula award if the Contract is extended and additional expenditure can be identified;

10.3.2 Any Local Agency which meets 98% of its documentation requirement in nutrition education for the previous contract year may receive an award of $5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.3 Any Local Agency in which 25% or more of the infant caseload for a six (6) month time period (October 1 through March 31) were at least six (6) months old and were IEN at six (6) months of age ay receive an award of $10,000 added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

10.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

11. Notices, Correspondence and Reports

11.1 Notices, Correspondences and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007
Attention: WIC Program Manager

11.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Contractor:	Gila County Health Services
Attention:	Michael O'Driscoll, Director
Address:	5515 South Apache Avenue, Suite 100
City, State, ZIP:	Globe, Arizona 85501
Phone:	(928) 425-3231
Fax:	(928) 425-0794
Email:	modriscoll@co.gila.az.us

Gila County

PRICE SHEET

October 1, 2013 to September 30, 2014

WIC Services

Account Classification	Amount
Personnel	**$150,286.00**
Employee Related Expenses	**$57,098.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$10,594.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$13,166.00**
Capital Expenditures	**$1.00**
Indirect Cost	**$13,428.00**
Registered Dietitian	**$24,000.00**
Total	**$268,575.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	**$22,100.00**
Employee Related Expenses	**$8,232.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$2,774.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$2891.00**
Capital Expenditures	**$1.00**
Indirect Costs	**$4,000.00**
Total	**$40,000.00**

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is to fund additional Registered Dietitian positions to meet high risk counseling requirements.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

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-2116 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For:	Don McDaniel Jr., County Manager	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	County Manager		
Fiscal Year:	2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013 thru June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

FY 2014 Economic Grant Agreement in the sum of $10,000 for Time Out Emergency and Transitional Domestic Violence Shelter services in Payson.

Background Information

Programs and Services

On January 22, 2013, the Gila County Board of Supervisors approved an Economic Development Grant in the sum of $10,000 for FY 2012-2013, for Time Out, Inc., an Emergency and Transitional Domestic Violence Shelter program.

The continued support of Gila County is critical to the success of the Time Out, Inc. programs. This request for fiscal year 2013-2014 is in the amount of $20,000.

While based in Payson, Time Out provides emergency shelter, transitional housing, and community programs to all of Gila County, and includes the Gila River Indian Reservation. As the only comprehensive domestic violence program in Gila County, one of the goals of Time Out is to help victims become "thrivers". Among the many accomplishments of the Time Out program, these are just a few that have occurred during the year: 1,700 calls to the 24-hour hotline have been answered; over 9,900 shelter bed nights have been provided, which is an increase of 62% over the previous year; 19 women have been helped to gain full-time employment; 8 male victims of domestic violence have been provided assistance; 1 Pell grant was awarded; and 12 women and families have been moved to "permanent" safe housing.

Time Out offers comprehensive domestic violence services detailed below.

Crisis Intervention

Our crisis line is accessible 24 hours per day. Call 928-472-8007. Hotline operators are bilingual (English/Spanish) and V/TTY is always available. The V/TTY designation indicates that the hotline can be called with both an ordinary telephone and a teletype device (TTY), so it is accessible to people with speech and hearing disabilities.

Residential Programs
• Emergency shelter for women and their children. Includes basic essentials and a broad range of supportive services.
• Transitional housing for families leaving the emergency shelter.
• Help with locating affordable housing. For more information or to seek help, email or call: 928-472-8007.

Invidual and Family Strengthening
• Advocacy
• Safety planning
• Community resource information and linkages
• Health and wellness focus
• Parenting classes
• Case management

Economic Independence Support
• Life skills workshops
• Linkages to literacy, education and training programs
• Career planning and job search skills workshops
• Job search assistance
• Emergency financial assistance, as available
• Financial literacy training

Support for Healing
• Therapy including treatment for Post-Traumatic Stress Disorder
• Individual and family counseling
• Domestic violence support groups

Services for Children
• Support groups
• Structured after school activities
• Community projects
• Healing garden

Lay Legal Advocacy
• Assistance with protective orders, court accompaniment, translation services
• Victim Compensation claim assistance
• Transportation to court
• Help with obtaining police reports, records, bills, etc.
• Help with certain expenses in relation to court appearances
• Notification of court proceedings

To access our Lay Legal Advocate, email or call: 928-472-8007

Strengthening the Community Response
• Domestic violence awareness and prevention workshops
• Training for community and public sector organizations
• Annual Walk to End Domestic Violence

<u>Evaluation</u>

The continued support of Gila County is critical to the success of the Time Out Emergency and Transitional Domestic Violence Shelter.

Conclusion

The County has a limited amount in the Community Agency and Economic Development Funds in the adopted 2013-2014 Budget. While the Time Out Emergency and Transitional Domestic Violence Shelter is in need of the County's support and has requested $20,000, it may be more appropriate to approve funding in the amount of $10,000. The Board should determine that the funds are to benefit the public and improve or enhance the economic welfare of the inhabitants of the County.

Recommendation

Staff recommends that the Board of Supervisors approve the Economic Grant in the sum of $10,000 for Time Out Emergency and Transitional Domestic Violence Shelter services in Payson.

Suggested Motion

Approval of an Agreement between Gila County and Time Out, Inc. in Payson whereby the County will provide an economic development grant to Time Out, Inc, in a not to exceed amount of $10,000 to assist in providing services for the period July 1, 2013, through June 30, 2014; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Attachments

Annual Fact Sheet

Fact Sheet with Charts

Time Out Agreement for FY 2013-2014

Time Out Agreement for FY 2012-2013

Legal Explanation

MISSION: To help individuals break the cycle of domestic violence

OUR PROGRAMS:

Improve Safety & Well-being with a 24/7 Crisis Hotline, Emergency Shelter, Safety Planning, Crisis Intervention

Increase Healing through trauma counseling, access to health care, substance abuse education

Strengthen the Family by providing parenting education, children's groups, Mother/Child Healing Garden, access to community based services

Ensure Justice with Lay Legal Advocacy, Court accompaniment, Victim Compensation Benefits

Build Economic Stability with education assistance, employment readiness training, career advancement workshops, job search assistance, financial literacy education, transitional housing

WHO WE SERVED IN 2012-2013:

- Women & Children came from 9 AZ counties, 4 Native American Reservations & 3 states
- 9903 bed nights of safe shelter were provided
- 1700+ crises call answered
- 2,092 hrs. of individual counseling were provided
- 20 transitional housing residents (3765 Transitional Shelter bed nights)
- Assisted 200 clients with Lay legal Advocacy (including 8 men)
- 19 women gained regular employment; 1 received a Pell Education Grant

Our 12 full and 12 part time staff were supported through 849 volunteer hours at the shelter

The Time Out Thrift Store provides opportunities for volunteerism, job related skills training and material and financial resources for our Programs. 7,779 volunteer hours were given and it was voted Payson Round-up best Thrift Store 2013.

"I am so glad to have the opportunity to volunteer at the thrift shop. It is so satisfying & I am learning a lot." A Time Out Resident

TIME OUT BOARD OF DIRECTORS

Suzanne Yale, President	Kim Chittick	Nancy Shelton	Finance Committee:
Cathy Boone, Secretary	Roscoe Dabney III	Patricia Steely	Debra Daniels CPA
Garry Smith, Treasurer	Donna Lahti	Chris Walsh	Kevin Dick

PO BOX 306, PAYSON, AZ 85547 • T 928.472.8007 • F 928.472.8747
executivedirector@timeoutshelter.org • www.timeoutshelter.org #86-0723051

MISSION: To help individuals break the cycle of domestic violence.

It takes a community working together to accomplish our mission! One out of every three women is a victim, and no one really knows how many men.

"You guys are amazing and super nice I don't feel I am in a shelter, I feel like I am in a home." Time Out Teen resident

THANK YOU TO OUR COMMUNITY FOR SUPPORTING OUR PROGRAMS!

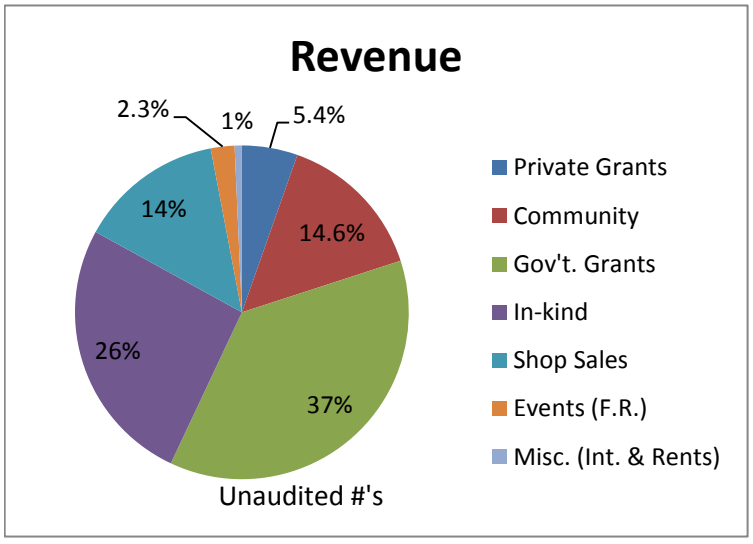
Our donors are listed on our website: www.timeoutshelter.org

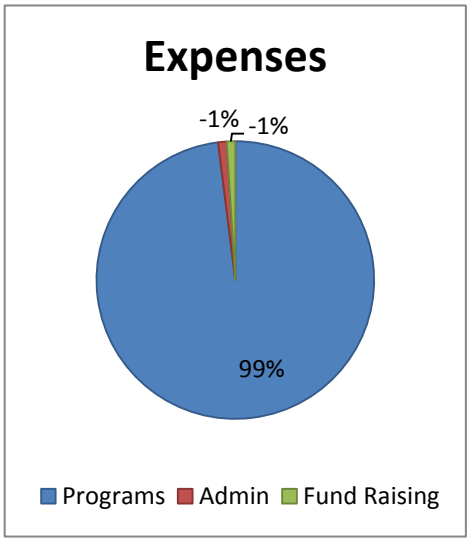
Special thanks go to those work groups who "spruced up" the shelter & grounds this year:

Habitat for Humanity Bike & Build
The Payson Landscapers Team
Payson United Methodist Church
Vista De La Montana Methodist Church Youth

Spreading the messages of service and help in the community, Time Out provided information at:

APS Lobby display during October
National Night Out
Payson High Wellness Fair
Rim Country Chamber Showcase
The Mobile Mexican Consulate Van
Community School Health Fair
Rodeo Parade
Resurrection Saturday Celebration
The Lighted forest at Swiss Village
And numerous group, church and club presentations!





PO BOX 306, PAYSON, AZ 85547 • T 928.472.8007 • F 928.472.8747
executivedirector@timeoutshelter.org • www.timeoutshelter.org 86-0723051

AGREEMENT
BETWEEN
GILA COUNTY
AND
TIME OUT, INC.

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2013, by and between Gila County, hereinafter referred to as "County" and Time Out, Inc., hereinafter referred to as "Time Out".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to Time Out in order to further the economic development potentials of an Emergency and Transitional Domestic Violence Shelter within the County; and

WHEREAS, the Gila County Board of Supervisors finds that Time Out provides comprehensive domestic violence services, which include, but are not limited to, Crisis Intervention, Residential Programs, Individual and Family Strengthening, Economic Independence Support, Support for Healing, Services for Children, Lay Legal Advocacy and Strengthening Community Response; and

WHEREAS, Time Out has requested funding to assist with their programs and services for the welfare of the inhabitants of the County; and

WHEREAS, the County has determined that the purpose of this funding request is vital to assist in the enhancement of the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide $10,000 in an Economic Development Grant to Time Out to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of $10,000 in the form of an Economic Development Grant to Time Out for the benefit of the public and inhabitants of Gila County and other communities throughout Arizona.

2. The Grant will be used by Time Out for the continuance and upgrade of existing programs and services.

3. Time Out agrees to include a statement crediting and acknowledging the County's Economic Development Grant in all literature advertising their services.

4. Notices
   All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Time Out, Inc. Attn: Camille Levee P.O. Box 306 Payson, Arizona 85547	Gila County Board of Supervisors Attn: Don McDaniel, Jr. 1400 E. Ash Street Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: Time Out shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act or omission with performance of this Agreement, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Time Out does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITTNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Michael A. Pastor, Chairman
Gila County Board of Supervisors

TIME OUT, INC.

Camille Levee
Executive Director

ATTEST

Marian Sheppard, Clerk of the Board
Gila County Board of Supervisors

APPROVED AS TO FORM

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

AGREEMENT
BETWEEN
GILA COUNTY
AND
TIME OUT, INC.

THIS AGREEMENT is made and entered into effective this 22nd day of January, 2013, by and between Gila County, hereinafter referred to as "County" and Time Development, Inc., hereinafter referred to as "Time Out".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to Time Out in order to further the economic development potentials of an Emergency and Transitional Domestic Violence Shelter within the County; and

WHEREAS, the Gila County Board of Supervisors finds that Time Out provides comprehensive domestic violence services, which include, but are not limited to, Crisis Intervention, Residential Programs, Individual and Family Strengthening, Economic Independence Support, Support for Healing, Services for Children, Lay Legal Advocacy and Strengthening Community Response; and

WHEREAS, Time Out has requested funding to assist with their programs and services for the welfare of the inhabitants of the County; and

WHEREAS, the County has determined that the purpose of this funding request is vital to assist in the enhancement of the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide $10,000 in an Economic Development Grant to the Time Out to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of $10,000 in the form of an Economic Development Grant to Time Out for the benefit of the public and inhabitants of Gila County and other communities throughout Arizona.

2. The Grant will be used by Time Out for the continuance and upgrade of existing programs and services.

3. Time Out agrees to include a statement crediting and acknowledging the County's Economic Development Grant in all literature advertising their services.

4. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Time Out, Inc.
Attn: Camille Levee
P.O. Box 306
Payson, Arizona 85547

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: Time Out shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act or omission with performance of this Agreement, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or Time Out does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITTNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

TIME OUT, INC.

Camille Levee
Executive Director

ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy 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-2117 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Submitted For: Marian Sheppard, Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Cobre Valley Regional Medical Center Foundation Special Event License Application for November 1, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors and the DLLC approve the application, the Cobre Valley Regional Medical Center Foundation will have used 1 day of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Cobre Valley Regional Medical Center Foundation to serve liquor at a fund raising event that will be held at the Gila County Fairgrounds on November 1, 2013.

Attachments

Special Event Application CVRMC

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: COPPER VALLEY REGIONAL MEDICAL CENTER FOUNDATION

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0732836

3. The organization is a: (check one box only)

☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☒ both
WINE TASTING & ART & WINE AUCTION

5. Location of the event: Gila County FAIRGROUNDS - HWY 60 GLOBE, AZ 85501
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. **Applicant**: Schaefer Ted J 12/22/50
Last First Middle Date of Birth

7. Applicant's Mailing Address: 8610 S. SIX SHOOTER CANYON GLOBE, AZ 85501
Street City State Zip

8. Phone Numbers: (928) 425-5924 (928-812-2320 ( )
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	November 1	Friday	6:00pm	10:00 pm
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

***Disabled individuals requiring special accommodations, please call (602) 542-9027**

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 & 2K days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name GLOBE VALLEY REGIONAL MEDICAL CENTER FOUNDATION 100 Percentage

Address 5880 S. Hospital Dr. Globe, AZ 85501

Name CEO Neal Jensen ; Evelyn Vargas, PR Director _____ Percentage

Address 5880 S. Hospital Dr. Globe, AZ 85501

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police ☐ Fencing
2 # Security personnel ☐ Barriers

TWO SHERIFF POSSE WILL BE USED TO CONTROL ACCESS AND EXIT. NO OPEN CONTAINERS WILL BE ALLOWED OUTSIDE.

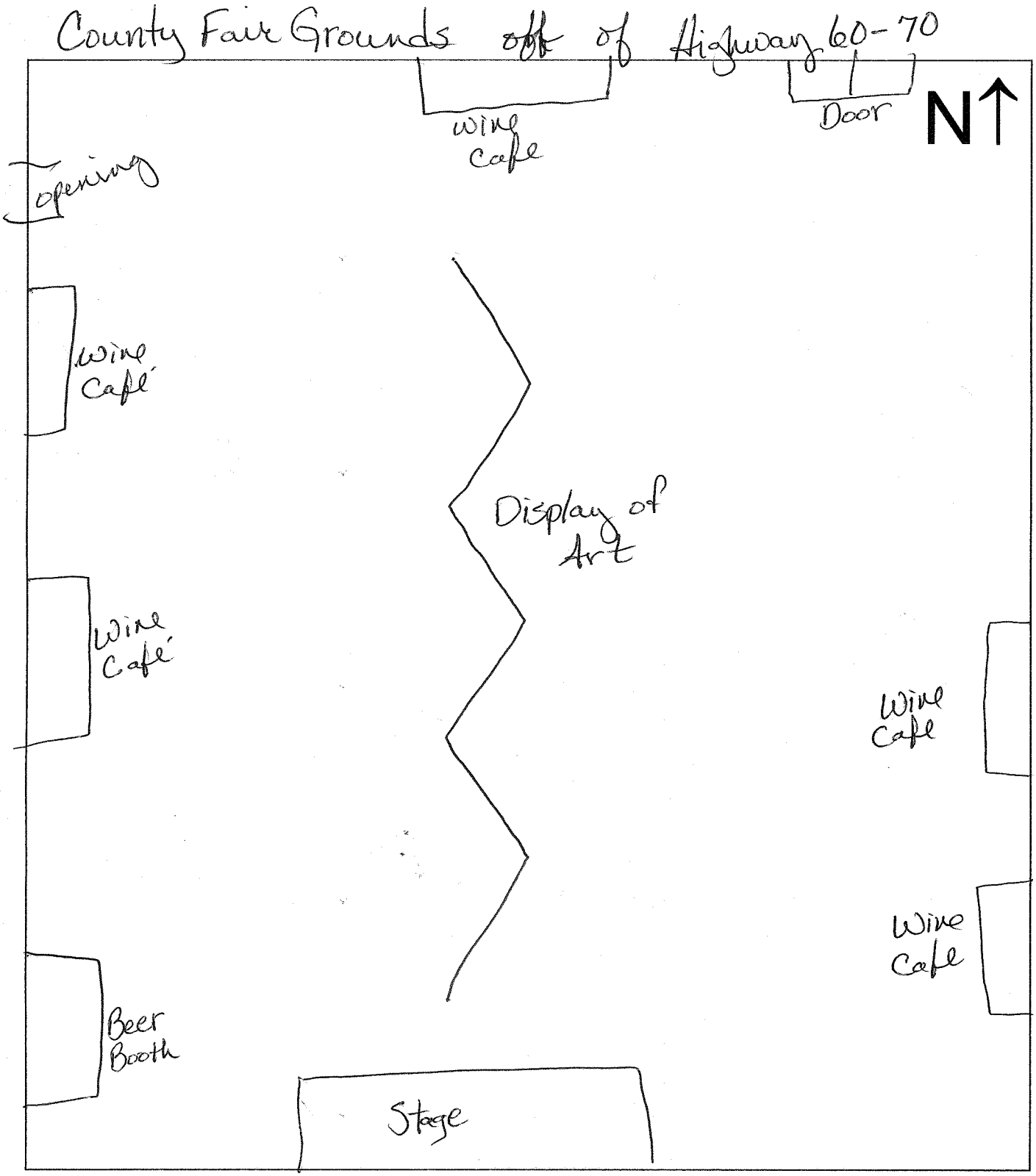
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ Name of Business ( ) _____ Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Neal D. Johnson declare that I am an **Officer/Director/Chairperson** appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ CEO _____ 9-10-2013 (___)
(Signature) (Title/Position) (Date) (Phone #)

ANDREA McGILL
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
July 17, 2016

State of Arizona County of Gila
The foregoing instrument was acknowledged before me this
10 September 2013
Day Month Year

My Commission expires on: 7-17-2016 _____
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, TED J. SCHAEFER declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X _____
(Signature)

KATHLEEN A. SPEER
NOTARY PUBLIC - ARIZONA
GILA COUNTY
My Commission Expires
May 12, 2016

State of ARIZONA County of GILA
The foregoing instrument was acknowledged before me this
11th SEPTEMBER 2013
Day Month Year

My commission expires on: 5-12-2016 _____
(Date) (Signature of NOTARY PUBLIC) KATHLEEN A. SPEER

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ _____ hereby recommend this special event application
(Government Official) (Title)

on behalf of _____ _____ _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

ARF-2070 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: Human Resources reports for the weeks of 9/3/13, 9/10/13, 9/17/13, and 9/24/13.

Submitted For: Linda Eastlick **Submitted By:** Erica Raymond, Human Resources Assistant, Human Resources

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Information

Subject

Human Resources reports for the weeks of September 3, 2013, September 10, 2013, September 17, 2013, and September 24, 2013.

Suggested Motion

Acknowledgment of Human Resources reports for the weeks of September 3, 2013, September 10, 2013, September 17, 2013, and September 24, 2013.

Attachments

September Human Resources Summary Report

09/03/13 Human Resources Report

09-10-13 Human Resources Report

09/17/13 Human Resources Report

09/24/13 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13
DEPARTURES FROM COUNTY SERVICE	**124**	17	8	12	17	17	15	12	17	9			
HIRES TO COUNTY SERVICE	**87**	6	10	7	15	7	15	12	6	9			
TEMPORARY HIRES TO COUNTY SERVICE	**20**	1	0	2	9	4	0	2	2	0			
VOLUNTEERS TO COUNTY SERVICE	**4**	0	0	0	0	0	4	0	0	0			
DEPARTMENTAL TRANSFERS	**64**	3	9	7	7	5	7	16	8	2			
END PROBATIONARY PERIOD	**95**	7	18	10	11	12	6	9	9	13			
OTHER ACTIONS	**61**	23	1	4	6	4	5	14	1	3			
REQUEST PERMISSION TO POST	**107**	10	11	8	17	9	14	12	15	11			
Total Transactions	**562**	**67**	**57**	**50**	**82**	**58**	**66**	**77**	**58**	**47**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 3, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Cristina Carlson – Health and Emergency Services – Community Health Assistant Senior – 08/30/13 – Teen Pregnancy Prevention Services – DOH 07/08/13 – Resignation
2. Elizabeth Mata – Elections – Administrative Clerk – 09/03/13 – General Fund – DOH 01/04/10 – Resignation
3. Herman Tijerina – Court Information Systems – IT Administrator and Support Specialist – 08/23/13 – General Fund – DOH 05/07/12 – Resignation
4. Matthew Cruz – Constituent Services II – Temporary Laborer – 08/26/13 – General Fund – DOH 06/10/13 – End of temporary employment

NEW HIRES TO COUNTY SERVICE:

5. Leann Tucker – Finance – Accounting Clerk Senior – 09/09/13 – General Fund – Replacing Sylvia Martinez
6. Alice Kinney – Probation – Juvenile Detention Officer – 09/09/13 – General Fund – Replacing Clint Lyman

END PROBATIONARY PERIOD:

7. Celena Cates – Health and Emergency Services – Rural Addressing Analyst – 09/25/13 – General Fund
8. Debra Tapia-Blair – Probation – Administrative Clerk Senior – 09/13/13 – General Fund

DEPARTMENTAL TRANSFERS:

9. Clifton Mitchell – Public Works – From Automotive Mechanic – To Solid Waste Operations Worker Senior – 09/09/13 – From Public Works Fund – To Recycling and Landfill Management Fund – Replacing Kenneth Payne Jr.

REQUEST TO POST:

10. Health and Emergency Services – Accounting Clerk – Position vacated by Sophia Hill
11. Health and Emergency Services – Community Health Assistant Senior – Position vacated by Cristina Carlson
12. Elections – Administrative Clerk – Position vacated by Elizabeth Mata
13. Court Information Systems – IT Administrator and Support Specialist – Position vacated by Herman Tijerina

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 10, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Richard Claydon – Sheriff's Office – Detention Officer – 08/29/13 – General Fund – DOH 11/07/11 – Resignation
2. Dennis Dueker – Public Works – Road Maintenance and Equipment Operator – 09/12/13 – Public Works Fund - DOH 01/28/13 - Resignation

NEW HIRES TO COUNTY SERVICE:

3. Denise Doney – Sheriff's Office – 911 Dispatcher – 09/30/13 – General Fund – Replacing Stacey Bryant
4. Ashley Dammen – County Attorney – Deputy Attorney (underfill) – 09/16/13 – Diversion Program CA Fund – Replacing Joshua Clark
5. Arlene Ramirez – Superior Court Administration – Calendar Administrator 09/16/13 – General Fund – Replacing Susan Williams
6. Lisa Pferdeort – Superior Court – Bailiff/Law Clerk – 09/03/13 – General Fund – Replacing Jonathan Manley

END PROBATIONARY PERIOD:

7. Lauren Savaglio – Health and Emergency Services – Environmental Health Manager – 09/14/13 – Health Service Fund(.22)/Prop 201 Smoke Free AZ Act(.78) Funds
8. Jeff Taylor – Public Works – Road Maintenance and Equipment Operator – 09/25/13 – Public Works Fund
9. Kristine Feezor – Sheriff's Office – Administrative Clerk Senior – 07/30/13 – General Fund

DEPARTMENTAL TRANSFERS:

10. Jonathan Manley – Superior Court – Bailiff/Law Clerk – 08/29/13 – General Fund – Replacing Timoteo Campos

OTHER ACTIONS:

11. Joseph Williams – Assessor's Office – Appraiser II – 09/01/13 – General Fund – Completed Appraiser II Training with Arizona Department of Revenue

REQUEST TO POST:

12. Sheriff's Office – Undersheriff – Position vacated by John A. Shepherd

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 17, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Jesse McGill – Public Works – Engineering Technician Senior(.48) – 09/20/13 – General Fund – DOH 03/16/05 – Termination

END PROBATIONARY PERIOD:

2. Laurie Kline – Board of Supervisors – Deputy Clerk of the Board – 09/12/13 – General Fund
3. Jacob Martin – Sheriff's Office – Detention Officer – 08/20/13 – General Fund
4. John Scott – Public Works – Automotive Service Worker - 10/02/13 – Public Works Fund
5. Rodney Cronk – Sheriff's Office – Deputy Sheriff Sergeant – 08/13/13 – General Fund

DEPARTMENTAL TRANSFERS:

6. William Newman – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Sergeant – 09/23/13 – General Fund – Replacing Michael Fane
7. Stacie Allison – Finance – From Accountant – To Accountant Senior – 09/23/13 – General Fund – Replacing Amanda Roady
8. Christopher Heath – Public Works – From Automotive Service Worker – To Automotive Mechanic – 09/23/13 – From Public Works Fund – To Fleet Management Fund – Replacing Nathaneal Cutter

OTHER ACTIONS:

9. Gary Scales – Superior Court – Judge Pro Tempore – 07/01/13 – From General(.75)/Payson Court Commissioner(.25) Funds – To General Fund – Change in fund codes
10. Athena Gooding – County Attorney – Legal Secretary Lead – 09/09/13 – General Fund – Temporary reduction in hours worked

REQUEST TO POST:

11. Public Works – Vehicle and Equipment Mechanic – Position vacated by Frank Zupancic
12. Public Works – Road Maintenance and Equipment Operator – Position vacated by Dennis Dueker
13. Public Works – Automotive Mechanic – Position vacated by Clifton Mitchell

HUMAN RESOURCES ACTION ITEMS
SEPTEMBER 24, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Christopher Mathews – Public Works – Custodian (.85) – 09/27/13 – Facilities Management Fund – DOH 02/14/13 – Resignation
2. Angela Harte – Recorder's Office – Recorder's Clerk Senior – 09/16/13 – General Fund – DOH 07/15/13 - Resignation

NEW HIRES TO COUNTY SERVICE:

3. Vanessa Carter – Health and Emergency Services – Animal Care Worker – 09/30/13 – Rabies Control Fund – Replacing Samantha Dickison
4. Jim Stiles – Health and Emergency Services - Worksite Wellness Coordinator – 09/30/13 – Population Health Policy Initiative Fund – Replacing Joshua Beck
5. Steven McGill – Health and Emergency Services – Rural Addressing Analyst – 09/30/13 – General Fund – Replacing Celena Cates

END PROBATIONARY PERIOD:

6. Allison Torres – Community Services – Administrative Clerk Senior – 09/07/13 –Various Funds – Change in fund codes
7. Jennifer Rich – Probation – Juvenile Detention Officer – 09/27/13 – General Fund
8. Dora Salazar – Probation – Juvenile Detention Officer – 09/27/13 – General Fund
9. Jennifer Alvarez – Finance – Procurement Administrator – 10/01/13 – General Fund

REQUEST TO POST:

10. Public Works – Automotive Service Worker – Position vacated by Christopher Heath
11. Public Works – Custodian(.85) – Position vacated by Christopher Mathews
12. Finance – Accountant – Position vacated by Stacie Allison

ARF-2101 **4. I.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: Payson Regional Constable's Office Monthly Report for August 2013

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson

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Information

Subject

Payson Regional Constable's Office Monthly Report for August 2013

Suggested Motion

Acknowledgment of the August 2013 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for August 2013

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

August 2013
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

September 3, 2013

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **August, 2013**, the Payson Regional Constable's Office:

- Received a total of **122** papers for service
- Drove a total of **982** miles
- Collected a total of **$1,528.20** as follows:

• Check Total	$757.00
• Cash Total	$771.20
• Total Deposited	$1,528.20
• Less Writ Fee (3 @ $5.00/each) Collected (Check #2329/Treasurer's Receipt #98370)	($ 15.00)
• Paid to General Fund (Check #2330/Treasurer's Receipt #98371)	$1,513.20
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$2,388.20**

Respectfully submitted,

3230

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2013-2014

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	116	1,696	$1,354.80	$875.00	$2,229.80
AUGUST	122	982	$1,528.20	$875.00	$2,403.20
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	238	2,678	$2,883.00	$1,750.00	$4,633.00

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

CHECK AND CASH RECEIVED FOR MONTH			August	2013	
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
8/1/2013	691506	$67.20	2013CV000466	Rickey J. Slightam	Ross William Gooder
8/1/2013	691506	$24.00	2013CV000467	Rickey J. Slightam	Betty Marley Gooder
8/12/2013	691507/21261	$24.00	2013CV147-OV	Portfolio Recovery Associates, LLC (JJL Process Corp)	Jasmine Hayhurst & John/Jane Doe Hayhurst (if married)
8/12/2013	691508/21262	$24.00	2013CV148-OV	Discover Bank (JJL Process Corp)	Arthur B Cridebring & John/Jane Doe Cridebring (if married)
8/12/2013	691509/21263	$24.00	2013CV291-OV	Capital One Bank (USA), N.A (JJL Process Corp)	Jason T Keith & John/Jane Doe Keith (if married)
8/12/2013	691510/21264	$24.00	2013CV00114	Portfolio Recovery Associates, LLC (JJL Process Corp)	Jackie M Messick & John/Jane Doe Messick (if married)
8/12/2013	691511/21265	$24.00	2013CV298-OV	LVNV Funding, LLC (JJL Process Corp)	Diana L Miller & John/Jane Doe Miller (if married)
8/12/2013	691512/21266	$24.00	CV201300115	Wakefield and Associates, Inc (JJL Process Corp)	Loraine Boone & John Doe Boone (if married)
8/12/2013	691513/21267	$24.00	2013CV333-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Angela M Nichols & John/Jane Doe Nichols (if married)
8/12/2013	691514/21268	$24.00	2013CV336-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Brenda Anglemire & John/Jane Doe Anglemire (if married)
8/12/2013	691515	$40.00	2013CV000497	Michael Chittick	Andy Reeve
8/13/2013	691516	VOID	VOID	VOID	VOID
8/13/2013	691517	VOID	VOID	VOID	VOID
8/14/2013	691518	$74.00	DO201300281	Carolyn Fay Pedler-Pullin	Joe Earl Pullin
8/14/2013	691519	$200.00	2013CV130-OV	Alan Hutton	Larry Lee Smith, Jr.
8/14/2013	691520	$48.00	2013CV503FD	Paul Sexton	Cody Slatcher
8/14/2013	691521/4048	$40.00	2013CV507-OV	James Laffey	DeJo Goodman
8/16/2013	691522/6575	$40.00	CC2013-140458	US Collections West, Inc. (AAA Landlord Services)	Jonathan Beyer Annabelle Curtis
8/16/2013	691523/21639	$40.00	CV201000142	Discover Bank (JJL Process Corp)	James J Jakubek, Jr & Jane Doe Jakubek Andrea Jakubek
8/16/2013	691524	$74.00	DO201300293	Shaun Roi Smith	Gretchen Joy Smith
8/19/2013	691525	$56.00	DO201300296	Michael Wayne Dunegan, II	Danielle Piazza
8/19/2013	691526/7751	$48.00	2013CV523-FD	Diana L. Baker (Kachina Doll Trailer Park)	Tami Scully
8/20/2013	691527	$40.00	2013CV000493	Jennie Bartlett	Donald Neal Wiggins
8/20/2013	691528/179203	$40.00	2013CV283-UN	Payson Hospital Corporation dba Payson Regional Medical Center (Faber and Brand LLC)	Marti Nielsen and Richard V Nielsen II
8/22/2013	691529	$60.00	DO201300299	Cory Lynn Burback	Ashley Umbower
8/22/2013	691530	$40.00	DO201000333	Sally Lee Andren	Carl Donald Andren
8/22/2013	691531/22120	$40.00	2013CV413-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Margaret McNeil & John/Jane Doe McNeil (if married)
8/22/2013	691532/22121	$40.00	2013CV417-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Marta Lykins & John/Jane Doe Lykins (if married)

8/23/2013	691533/20210	$48.00	2013CV541-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums (Evans, Dove & Nelson PLC)	Daniel Scott; Crystal Cameron; John and Jane Does I-X
8/26/2013	691534	$48.00	2013CV546FD	Paul Sexton	Cody Slatcher
8/30/2013	691535/7760	$48.00	2013CV548FD	Diana L. Baker	Robert Lance Melton
8/30/2013	691536/11163	$64.00	2013CV536-OV	CACH, LLC (Neuheisel Law Firm)	Jason Samuels and Jane Doe Samuels John Does I-V and Jane Does I-V
8/30/2013	691537/183697	$24.00	2013CV283-UN	Payson Hospital Corporation dba Payson Regional Medical Center (Faber and Brand LLC)	Marti Nielsen and Richard V Nielsen II
8/30/2013	691538/22499	$40.00	2009CV222OV	Payson Regional Medical Center (JJL Process Corp)	John J Ceja & Jane Doe Ceja
8/30/2013	691539/22501	$29.00	2009CV474OV	Discover Bank (JJL Process Corp)	Matthew S Roberson Jane Doe Roberson
8/30/2013	691540/22502	$24.00	2013CV387-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Judy L Howell and John/Jane Doe Howell (if married)
	Total deposit for August 2013	$1,528.20			
	Writ Fees Collected for August 2013 9/3/2013 ck#2329	$15.00			
	Adjusted Service Fees Collected for August 2013 9/3/2013 ck#2330	$1,513.20			

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

Date: 9/3/2013

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

8/1/2013 TO 8/31/2013

Number of Cases	Description
1	Guardianship/Conservatorship Petition (Fee)
4	Injunction Against Harassment (Fee)
1	Notice of Intent (Fee)
1	Order To Appear; Petition To Enforce (Fee)
1	Petition & Notice Of Hearing (Fee)
10	Summons & Complaint (Fee)
5	Summons & Complaint-Forcible Detainer (Fee)
2	Summons & Petition For Dissolution Of A Covenant Marriage (Fee)
2	Summons & Petition To Establish Child Custody and Parenting Time (Fee)
1	Summons (Fee)
1	Writ Of Execution (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
1	Divorce Packet
1	Evidentiary Hearing Subpoena

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

8/1/2013 TO 8/31/2013

Number of Cases	Description
1	Hearing Order
2	Notice To Appear; Petition
11	Order Of Protection
2	Order To Show Cause
58	Subpoena
2	Subpoena Trial Reset
11	Summons & Complaint
2	Trial Subpoena

Total Number of Fee Services	31
Total Number of Non Fee Services	91
Total Number of Services	122

PAYSON REGIONAL CONSTABLE

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Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

8/1/2013 TO 8/31/2013

Date: 9/4/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/1/2013	8/1/2013	2013CV000466	Rickey J. Slightam	Ross William Gooder	Ross William Gooder	$67.20	691506	Payson Regional Justice Court	0
		Injunction Against Harassment	Ross William Gooder	10555 Fossil Creek Rd Strawberry, AZ 85544	10555 Fossil Creek Rd Strawberry, AZ 85544	$67.20			1
8/1/2013	8/1/2013	2013CV000467	Rickey J. Slightam	Betty Marley Gooder	Betty Marley Gooder	$24.00	691506	Payson Regional Justice Court	0
		Injunction Against Harassment	Betty Marley Gooder	10555 Fossil Creek Rd Strawberry, AZ 85544	108 W Main Street Payson, AZ 85541	$24.00			1
8/9/2013	8/9/2013	2013CV000493	Jennie Bartlett	Donald Neal Wiggins	Donald Neal Wiggins	$40.00	691527	Payson Regional Justice Court	0
		Injunction Against Harassment	Donald Neal Wiggins	Cy's RV #14 Star Valley, AZ 85541	Cy's RV #14 Star Valley, AZ 85541	$40.00			1
8/12/2013	8/12/2013	2013CV000497	Michael Chittick	Andy Reeve	Andy Reeve	$40.00	691515	Payson Regional Justice Court	0
		Injunction Against Harassment	Andy Reeve	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			1
8/13/2013	8/14/2013	Notice	Mary Eileen V. Rogers	Alleene R. Bishop	Unserved	$40.00	691516/3046	N/A	0
		Notice of Intent	Alleene R. Bishop	717 W. Frontier Street Payson, AZ 85541		$40.00			0
8/13/2013	8/15/2013	2013CV499-OV	Joshua Stauffer	Deanne Goebel	Unserved	$40.00	691517	Payson Justice Court	0
		Summons & Complaint	Deanne Goebel	110 W Main Street Payson, AZ 85541		$40.00			0
8/14/2013	8/14/2013	DO201300281	Carolyn Fay Pedler-Pullin	Joe Earl Pullin	Joe Earl Pullin	$74.00	691518	Superior Court Gila County	0
		Summons & Petition For Dissolution Of A Covenant Marriage	Joe Earl Pullin	1105 W Country Club Payson, AZ 85541	1105 W Country Club Payson, AZ 85541	$74.00			2
8/14/2013		2013CV130-OV	Allan Hutton	Larry Lee Smith, Jr.		$69.00	691519	Payson Regional Justice Court	0
		Writ Of Execution	Larry Lee Smith, Jr.	8158 Barranca Road Mesa Del Payson, AZ 85541		$69.00			0
8/14/2013	8/14/2013	2013CV503FD	Paul Sexton	Cody Slatcher	Cody Slatcher	$48.00	691520	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Cody Slatcher	107 E Bonita #A Payson, AZ 85541	107 E Bonita #A Payson, AZ 85541	$48.00			1
8/14/2013	8/15/2013	2013CV507-OV	James Laffey	DeJo Goodman	DeJo Goodman	$40.00	691521/4048	Payson Justice Court	0
		Summons & Complaint	DeJo Goodman	556 N. Mountain View Road Star Valley, AZ 85541	108 w main Payson, AZ 85541	$40.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/14/2013	8/16/2013	GC201300033	State of Arizona	Edna C Thompson	Edna C Thompson	$56.00		Superior Court Gila County	0
		Guardianship/Conservatorship Petition	Edna C Thompson	807 W Longhorn Road Payson, AZ 85541	807 W Longhorn Road Payson, AZ 85541	$0.00			1
8/16/2013		CC2013-140458	US Collections West, Inc.	Jonathan Beyer Annabelle Curtis		$40.00	691522/6575	West Mesa Justice Court	0
		Summons	Jonathan Beyer Annabelle Curtis	609 E Wade Lane Payson, AZ 85541		$40.00			0
8/16/2013	8/16/2013	CV201000142	Discover Bank	Wells Fargo Bank, N.A.	Wells Fargo Bank, NA, Jennifer McBride, Service Manager	$69.00	691523/21639	Superior Court Gila County	0
		Writ Of Garnishment (Non-Earnings) & Summons	James J Jakubek, Jr & Jane Doe Jakubek Andrea Jakubek	115 E. Highway 260 Payson, AZ 85541-4926	115 E Highway 260 Payson, AZ 85541	$40.00			1
8/16/2013	8/19/2013	DO201300293	Shaun Roi Smith	Gretchen Joy Smith	Gretchen Joy Smith	$74.00	691524	Superior Court Gila County	0
		Summons & Petition For Dissolution Of A Covenant Marriage	Gretchen Joy Smith	3933 E Highway 260 sp C35 Star Valley, AZ 85541	3933 E Highway 260 sp C35 Star Valley, AZ 85541	$74.00			1
8/19/2013	8/19/2013	DO201300296	Michael Wayne Dunegan, II	Danielle Piazza	Danielle Piazza	$56.00	691525	Superior Court Gila County	0
		Summons & Petition To Establish Child Custody and Parenting Time	Danielle Piazza	301 N McLane Road #C Payson, AZ 85541	Protected Payson, AZ 85541	$56.00			1
8/19/2013	8/20/2013	2013CV523-FD	Diana L. Baker	Tami Scully	Tami Scully	$48.00	691526/7751	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Tami Scully	1015 S Goodfellow Road Payson, AZ 85541	1015 S Goodfellow Road Payson, AZ 85541	$48.00			1
8/20/2013	8/23/2013	2013CV283-UN	Payson Hospital Corporation dba Payson Regional Medical Center	Richard V Nielsen, II	Marti Nielsen	$24.00	691537/183697	Payson Regional Justice Court	0
		Summons & Complaint	Marti Nielsen and Richard V Nielsen II	7556 N Toya Vista Road Payson, AZ 85541	7556 N Toya Vista Road Payson, AZ 85541	$24.00			2
8/20/2013	8/23/2013	2013CV283-UN	Payson Hospital Corporation dba Payson Regional Medical Center	Marti Nielsen	Marti Nielsen	$40.00	691528/179203	Payson Regional Justice Court	0
		Summons & Complaint	Marti Nielsen and Richard V Nielsen II	7556 N Toya Vista Road Payson, AZ 85541	7556 N Toya Vista Road Payson, AZ 85541	$40.00			2
8/22/2013	8/23/2013	DO201300299	Cory Lynn Burback	Ashley Umbower	Ashley Umbower	$60.00	691529	Superior Court Gila County	0
		Summons & Petition To Establish Child Custody and Parenting Time	Ashley Umbower	475 N Javalina Payson, AZ 85541	475 N Javalina Payson, AZ 85541	$60.00			1
8/22/2013	8/23/2013	DO201000333	Sally Lee Andren, aka Sally Lee Puskaric	Sally Lee Andren, aka Sally Lee Puskaric	Sally Lee Andren, aka Sally Lee Puskaric	$40.00	691530	Superior Court Gila County	0
		Order To Appear; Petition To Enforce	Carl Donald Andren	Payson Care Center 107 E. Lone Pine Drive Payson, AZ 85541	Payson Care Center 107 E. Lone Pine Drive Payson, AZ 85541	$40.00			2

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/22/2013	8/23/2013	2013CV413-UN	Portfolio Recovery Associates, LLC	Margaret McNeil	Margaret McNeil	$40.00	691531/22120	Payson Justice Court	0
		Summons & Complaint	Margaret McNeil & John/Jane Doe McNeil (if married)	304 S Marble Point Payson, AZ 85541	304 S Marble Point Payson, AZ 85541	$40.00			1
8/22/2013	8/23/2013	2013CV413-UN	Portfolio Recovery Associates, LLC	Ivan James McNeil	Ivan James McNeil	$24.00		Payson Justice Court	0
		Summons & Complaint	Margaret McNeil & John/Jane Doe McNeil (if married)	304 S Marble Point Payson, AZ 85541	304 S Marble Point Payson, AZ 85541	$0.00			1
8/22/2013	8/23/2013	2013CV417-UN	Portfolio Recovery Associates, LLC	Marta Lykins	Marta Lykins	$40.00	691532/22121	Payson Justice Court	0
		Summons & Complaint	Marta Lykins & John/Jane Doe Lykins (if married)	303 W. Wade Lane Payson, AZ 85541	303 W. Wade Lane Payson, AZ 85541	$40.00			2
8/22/2013	8/23/2013	2013CV417-UN	Portfolio Recovery Associates, LLC	John/Jane Doe Lykins	Marta Lykins	$24.00		Payson Justice Court	0
		Summons & Complaint	Marta Lykins & John/Jane Doe Lykins (if married)	303 W Wade Lane Payson, AZ 85541	303 W. Wade Lane Payson, AZ 85541	$0.00			1
8/23/2013	8/23/2013	2013CV541-FD	Frontier Village Partners, LLC dba Aspen Cove Condominiums	Daniel Scott; Crystal Cameron; John and Jane Does I-X	Daniel (Danny) Eugene Scott, Jr	$48.00	691533/20210	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Daniel Scott; Crystal Cameron; John and Jane Does I-X	801 E Frontier Street unit #17 Payson, AZ 85541	801 E. Frontier Street, #17 Payson, AZ 85541	$48.00			1
8/26/2013	8/26/2013	2013CV546FD	Paul Sexton	Cody Slatcher	Posted-front door	$48.00	691534	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Cody Slatcher	107 E Bonita #A Payson, AZ 85541	107 E Bonita #A Payson, AZ 85541	$48.00			1
8/30/2013	8/30/2013	2013CV548FD	Diana L. Baker	Robert Lance Melton	Robert Lance Melton	$48.00	691535/7760	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert Lance Melton	1001 S Goodfellow Road #16 Payson, AZ 85541	1001 S Goodfellow Road #16 Payson, AZ 85541	$48.00			1
8/30/2013		2013CV536-OV	CACH, LLC	Jason Samuels		$40.00	691536/11163	Payson Justice Court	0
		Summons & Complaint	Jason Samuels and Jane Doe Samuels John Does I-V and Jane Does I-V	113 W Roundup Road Payson, AZ 85541		$40.00			0
8/30/2013		2013CV536-OV	CACH, LLC	Jane Doe Samuels		$24.00	691536/11163	Payson Justice Court	0
		Summons & Complaint	Jason Samuels and Jane Doe Samuels John Does I-V and Jane Does I-V	113 W Roundup Road Payson, AZ 85541		$24.00			0
8/30/2013		2009CV222OV	Payson Regional Medical Center	Hellsgate Fire Department, garnishee, c/o Karen Carlen, , Administrative Assistant		$69.00	691538/22499	Payson Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	John J Ceja & Jane Doe Ceja	80 S. Walters Lane Star Valley, AZ 85541		$40.00			0

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

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Payson Regional
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ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date: 9/4/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/1/2013	8/2/2013	2012TR12379	State of Arizona	GCSO, Deputy K. Baltz	GCSO Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Ronald Edward Pappas	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/1/2013	8/1/2013	2013CV000464	Curtis Jensen	Leslie Wysocki	Leslie Wysocki	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Leslie Wysocki	309 W Aero Payson, AZ 85541	309 W Aero Payson, AZ 85541	$0.00			1
8/6/2013	8/6/2013	2013TR0012	State of Arizona	Payson Police Department, Lt. Donald Garvin	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Christa Lynn Eastes	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/6/2013	8/6/2013	2013TR764	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Calin Olar	Department of Public Safety-Payson Office ,		$0.00			1
8/6/2013	8/7/2013	2013CR297	State of Arizona	Vickie Allen	Unserved	$0.00		Globe Justice Court	0
		Trial Subpoena	Steve Czerniski	177 Bonanza Circle Tonto Basin, AZ 85553		$0.00			2
8/6/2013	8/7/2013	2013CR292	State of Arizona	Vickie Allen	Unserved	$0.00		Globe Justice Court	0
		Trial Subpoena	Dean Kreuzer	177 Bonanza Circle Tonto Basin, AZ 85553		$0.00			2
8/9/2013	8/9/2013	2013CV000490	Shaun Roi Smith	Gretchen Joy Smith	Gretchen Joy Smith	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Gretchen Joy Smith	3933 E Highway 260 sp C35 Star Valley, AZ 85541	3933 E Highway 260 sp C35 Star Valley, AZ 85541	$0.00			1
8/9/2013	8/9/2013	2013CR257	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Lee Noles	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/9/2013	8/9/2013	2013CR257	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Lee Noles	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/9/2013	8/9/2013	2013CR257	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Lee Noles	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/9/2013	8/12/2013	2013CR257	State of Arizona	Matthew Noles	Matthew Noles	$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Lee Noles	165 Williams Lane Tonto Basin, AZ 85553	165 Williams Lane Tonto Basin, AZ 85553	$0.00			1
8/9/2013	8/12/2013	2013CR257	State of Arizona	Loren Eaton	Loren Eaton	$0.00		Payson Regional Justice Court	0
		Subpoena	Deborah Lee Noles	4 M Desert Rose Drive Tonto Basin, AZ 85553	4 M Desert Rose Drive Tonto Basin, AZ 85553	$0.00			1
8/9/2013	8/9/2013	2013-228	State of Arizona	Deidre Vargas	Deidre Vargas	$0.00		Superior Court Gila County	0
		Subpoena	Gasoa Balas aka Joshua Balas	212 E Phoenix Street #1 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
8/9/2013	8/9/2013	CR2012-381	State of Arizona	Deidre Vargas	Deidre Vargas	$0.00		Superior Court Gila County	0
		Subpoena	Gasoa Balas aka Joshua Balas	212 E Phoenix Street #1 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
8/9/2013	8/9/2013	2012-382	State of Arizona	Deidre Vargas	Deidre Vargas	$0.00		Superior Court Gila County	0
		Subpoena	Gasoa Balas aka Joshua Balas	212 E Phoenix Street #1 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
8/9/2013	8/12/2013	637-2013	Sharon Willis	Darryl Willis	Darryl Willis	$0.00		Supreme Court of the State of New York County of Livingston	0
		Divorce Packet	Darryl Willis	103 W Evergreen Circle Payson, AZ 85541	103 W Evergreen Circle Payson, AZ 85541	$0.00			2
8/9/2013	8/16/2013	2013CR12103	State of Arizona	Sherrie Saavedra	Sherrie Saavedra	$0.00		Payson Magistrate Court	0
		Subpoena	Leroy Paul Papineau, Jr	410 S Ponderosa St Payson, AZ 85541	410 S Ponderosa St Payson, AZ 85541	$0.00			2
8/9/2013	8/16/2013	2013CR12103	State of Arizona	Elena Marguerite Labadie	Elena Marguerite Labadie	$0.00		Payson Magistrate Court	0
		Subpoena	Leroy Paul Papineau, Jr	412 S Mariposa St Payson, AZ 85541	1100 South Street Globe, AZ 85502	$0.00			3
8/9/2013	8/16/2013	2013CR12125	State of Arizona	Robert Scott Schmidt	Robert Scott Schmidt	$0.00		Payson Magistrate Court	0
		Subpoena	Mark Aaron Green	1501 N. Beeline Highway, #42 Payson, AZ 85541	626 N Beeline Hwy Payson, AZ 85541	$0.00			1
8/9/2013	8/12/2013	2013CR12125	State of Arizona	Rebecca Acord	Rebecca Acord	$0.00		Payson Magistrate Court	0
		Subpoena	Mark Aaron Green	256 W Sunflower Drive Payson, AZ 85541	626 N Beeline Highway Payson, AZ 85541	$0.00			1
8/9/2013	8/16/2013	2013CR12173	State of Arizona	Kaitlyn Roebuck	Kaitlyn Roebuck	$0.00		Payson Magistrate Court	0
		Subpoena	Jack Raymond Voakes	300 W Bonita St #30 Payson, AZ 85541	300 W Bonita St #30 Payson, AZ 85541	$0.00			2
8/9/2013	8/16/2013	2013CR12173	State of Arizona	Dustin Leonard	Dustin Leonard	$0.00		Payson Magistrate Court	0
		Subpoena	Jack Raymond Voakes	300 W Bonita St #30 Payson, AZ 85541	303 S Beeline Highway Payson, AZ 85541	$0.00			2
8/9/2013	8/9/2013	2013CV000492	William Fred Thompson	Gerri Bosworth	Gerri Bosworth	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Gerri Bosworth	3933 E Highway 260 #35 Star Valley, AZ 85541	3933 E Highway 260 #35 Star Valley, AZ 85541	$0.00			1
8/13/2013	8/13/2013	2013CV000498	Daniel (Danny) Eugene Scott, Jr	Kristina Nicole Scott	Kristina Nicole Scott	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Kristina Nicole Scott	806 W Bridle Path Payson, AZ 85541	108 S Beeline Highway Payson, AZ 85541	$0.00			2

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/13/2013	8/13/2013	2013CR119	State of Arizona	GCSO Dep , G Eggert	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Jeffrey Sanders	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/13/2013	8/13/2013	2012-407	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Joshua Steven Jensen	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/13/2013	8/15/2013	2013CR119	State of Arizona	Regina Channell	Mark Channell	$0.00		Payson Regional Justice Court	0
		Subpoena	Jeffrey Sanders	36 S Buck McKinney Road Young, AZ 85554	36 S Buck McKinney Road Young, AZ 85554	$0.00			1
8/13/2013	8/15/2013	2013CR119	State of Arizona	Morgan Channell	Mark Channell	$0.00		Payson Regional Justice Court	0
		Subpoena	Jeffrey Sanders	36 S Buck McKinney Road Young, AZ 85554	36 S Buck McKinney Road Young, AZ 85554	$0.00			1
8/13/2013	8/15/2013	2013CR119	State of Arizona	Mark Channell	Mark Channell	$0.00		Payson Regional Justice Court	0
		Subpoena	Jeffrey Sanders	36 S Buck McKinney Road Young, AZ 85554	36 S Buck McKinney Road Young, AZ 85554	$0.00			1
8/14/2013	8/14/2013	2013CV000504	Margaret Catherine Rogers	Richard "Dicky" Franklin Thiele, II	Richard "Dicky" Franklin Thiele, II	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Richard "Dicky" Franklin Thiele, II	113 S McLane Road #107 Payson, AZ 85541	311 S McLane Road #107 Payson, AZ 85541	$0.00			2
8/14/2013	8/16/2013	2013CV000506	Hannah Myers	Jon Myers	Jon Myers	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jon Myers	303 E Phoenix Street Payson, AZ 85541	303 E Phoenix Street Payson, AZ 85541	$0.00			9
8/14/2013	8/14/2013	2013CV498-OP	Daniel (Danny) Eugene Scott, Jr	Daniel (Danny) Eugene Scott, Jr	Daniel (Danny) Eugene Scott, Jr	$0.00		Payson Regional Justice Court	0
		Hearing Order	Kristina Nicole Scott	801 E. Frontier Street, #17 Payson, AZ 85541	312 S Beeline Highway Payson, AZ 85541	$0.00			1
8/14/2013	8/14/2013	2013CV000508	Kristina Nicole Scott	Daniel (Danny) Eugene Scott, Jr	Daniel (Danny) Eugene Scott, Jr	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Daniel (Danny) Eugene Scott, Jr	801 E. Frontier Street, #17 Payson, AZ 85541	312 S Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013CR262	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Wesley Ian White	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013CR262	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Wesley Ian White	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013CR262	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Wesley Ian White	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/19/2013	2013CR262	State of Arizona	Emma Nelson	Emma Nelson	$0.00		Payson Regional Justice Court	0
		Subpoena	Wesley Ian White	309 N. McLane Road, #C Payson, AZ 85541	309 N. McLane Road, #C Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/15/2013	9/3/2013	2013CR262	State of Arizona	Kevin Conner	Kevin Conner	$0.00		Payson Regional Justice Court	0
		Subpoena	Wesley Ian White	609 S Colcord Road #41 Payson, AZ 85541	609 S Colcord Road #41 Payson, AZ 85541	$0.00			5
8/15/2013	8/16/2013	2013TR012301	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel Groeneveld	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013TR012298	State of Arizona	Payson Police Dept, Officer Linkey	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Bryce Brimbaugh	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013TR001807	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	William Satathite	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013CR12103	State of Arizona	Payson Police Department, Ofc. B. Watson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Leroy Paul Papineau, Jr	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/15/2013	8/19/2013	2013CR12123	State of Arizona	Sadie Beth Wilson	Sadie Beth Wilson	$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	Buffalo Bar &Grill 311 S. Beeline Highway Payson, AZ 85541	Buffalo Bar &Grill 311 S. Beeline Highway Payson, AZ 85541	$0.00			2
8/15/2013	8/21/2013	2013CR12123	State of Arizona	Jodi Sigsby	Jodi Sigsby	$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	1210 N Easy Street Payson, AZ 85541	1210 N Easy Street Payson, AZ 85541	$0.00			1
8/15/2013	8/21/2013	2013CR12123	State of Arizona	Chris Allen Henderson	Chris Allen Henderson	$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	304 N Kodz Road Payson, AZ 85541	304 N Kodz Road Payson, AZ 85541	$0.00			3
8/15/2013	8/16/2013	2013CR113/2013CR292	State of Arizona	U.S.F.S., Officer Coda Witt	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Bryce Cook	108 W Main St Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013CR113/2013CR292	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Bryce Cook	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/15/2013	8/16/2013	2013CR113/2013CR292	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Bryce Cook	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/16/2013	8/19/2013	TR2013434729-001	State of Arizona	John Heath Bebout	Adam Richard Mouritsen	$0.00		North Mesa Justice Court	0
		Summons & Complaint	John Heath Bebout	605 S Tonto Street Payson, AZ 85541	605 S Tonto Payson, AZ 85541	$0.00			1
8/16/2013	8/19/2013	2013TR001434	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Russell Brandt	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
8/16/2013		2013UD12003	State of Arizona	Elsie Steward		$0.00		Payson Magistrate Court	0
		Order To Show Cause	Elsie Steward	217 W. Saddle Lane Payson, AZ 85541		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/16/2013	8/19/2013	2013UD12003	State of Arizona	Town of Payson-Community Development Dept., Sean Tanner	Town of Payson-Community Development Dept., Sean Tanner	$0.00		Payson Magistrate Court	0
		Subpoena	Elsie Steward	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/16/2013	8/19/2013	2013UD12004	State of Arizona	Town of Payson-Community Development Dept., Sean Tanner	Town of Payson-Community Development Dept., Sean Tanner	$0.00		Payson Magistrate Court	0
		Subpoena	Allen Blanche	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/16/2013		2013UD12004	State of Arizona	Allen Blanche		$0.00		Payson Magistrate Court	0
		Order To Show Cause	Allen Blanche	217 W. Saddle Lane Payson, AZ 85541		$0.00			0
8/16/2013	8/19/2013	2013TC012054	State of Arizona	Melissa Walden	Michael G Stoll	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Melissa Walden	803 W Payson Parkway Payson, AZ 85541	803 W Payson Parkway Payson, AZ 85541	$0.00			2
8/16/2013	8/19/2013	2013TC012052	State of Arizona	Barbara Steele-Appel	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Barbara Steele-Appel	1000 N Beeline Highway #130 Payson, AZ 85541		$0.00			5
8/16/2013	8/19/2013	2013TC012053	State of Arizona	Nathaniel Steele	Amber Brooks	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Nathaniel Steele	291 Moonlight Drive Payson, AZ 85541	291 Moonlight Drive Star Valley, AZ 85541	$0.00			1
8/16/2013	8/16/2013	2013TR012287	State of Arizona	Payson Police Department, Officer Torres	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Croy Lashley	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/16/2013	8/16/2013	2013TR012350	State of Arizona	PPD, Officer McDonough	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Hector Gonzalez	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/19/2013	8/19/2013	2013CV000530	April Mae Campbell	Cheyanne Lee Gore	Cheyanne Lee Gore	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Cheyanne Lee Gore	202 W. Pinon Circle Payson, AZ 85541	100 N Tonto Street Payson, AZ 85541	$0.00			1
8/20/2013	8/22/2013	2013CR12103	State of Arizona	Willie Jackman	Willie Jackman	$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	311 S Beeline Highway Payson, AZ 85541	311 S Beeline Highway Payson, AZ 85541	$0.00			4
8/20/2013	8/21/2013	2013CR12123	State of Arizona	Benjamin West	Benjamin West	$0.00		Payson Magistrate Court	0
		Subpoena	David Eric Mikulak	311 S Beeline Highway Payson, AZ 85541	1212 N William Tell Circle Payson, AZ 85541	$0.00			2
8/21/2013	8/22/2013	2013CV000535	Leah Lynn Christenson	Charles William Sullivan, Jr.	Charles William Sullivan, Jr.	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Charles William Sullivan, Jr.	607 S. Oak Street Payson, AZ 85541	2303 Scarlet Bugler Circle Payson, AZ 85541	$0.00			3
8/22/2013	8/23/2013	2013TR001768	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Xingkai Tian	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/22/2013	8/22/2013	2013TR001829	State of Arizona	GCSO Dep , M Clark	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Robin Mueller-Morris	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/22/2013		2013TC012049	State of Arizona	James Cassels		$0.00		Payson Magistrate Court	0
		Summons & Complaint	James Cassels	214 E Eidleweiss Payson, AZ 85541		$0.00			0
8/22/2013	8/23/2013	2013TC012050	State of Arizona	Catherine Everhart	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Catherine Everhart	8185 W Camino Real Payson, AZ 85541		$0.00			3
8/22/2013		2013TC012048	State of Arizona	Nancy Franks		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Nancy Franks	328 N McLane Payson, AZ 85541		$0.00			0
8/22/2013	8/22/2013	2013CV000540	Kimberly Anglemire	Travis Squire Hill	Travis Squire Hill	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Travis Squire Hill	2010 N Beeline Highway Payson, AZ 85541	2010 N Beeline Highway Payson, AZ 85541	$0.00			1
8/23/2013	9/3/2013	CR2012-530	State of Arizona	Mike Taylor	Mike Taylor	$0.00		Superior Court Gila County	0
		Subpoena	Brian Bradley Bender	6824 Tonto Drive Pine, AZ 85544	6824 Tonto Drive Pine, AZ 85544	$0.00			2
8/23/2013	8/23/2013	2013TR012354	State of Arizona	Michael Brock	Michael Brock	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Michael Brock	600 E Bonita Street Payson, AZ 85541	600 E Bonita Street Payson, AZ 85541	$0.00			1
8/23/2013	8/23/2013	2013TC012044	State of Arizona	Payson Police Dept, Officer Bogatko	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Wilburn Nicholson	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/23/2013	8/23/2013	2013TR012297	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Lloyd	303 N. Beeline Highway Payson, AZ 85541		$0.00			1
8/23/2013	8/23/2013	2013CR000325	State of Arizona	Aaron Jordan	Aaron Jordan	$0.00		Payson Justice Court	0
		Summons & Complaint	Aaron Jordan	962 West Oxbow Trail sp J Payson, AZ 85541	962 West Oxbow Trail sp J Payson, AZ 85541	$0.00			1
8/26/2013	8/26/2013	2013CV000545	Katelyn Evans	John (Johnny) Ryan Vela	John (Johnny) Ryan Vela	$0.00		Payson Regional Justice Court	0
		Order Of Protection	John (Johnny) Ryan Vela	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
8/26/2013		2013TR001920	State of Arizona	William Welsch		$0.00		Payson Justice Court	0
		Summons & Complaint	William Welsch	410 Eidlewise Circle Payson, AZ 85541		$0.00			0
8/30/2013	9/3/2013	JV2013-158	State of Arizona	[redacted] minor	Andrew Joseph Johnson	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	301 W Cherry #2 Payson, AZ 85541	301 W Cherry #2 Payson, AZ 85541	$0.00			3
8/30/2013	9/3/2013	JV2013-158	State of Arizona	Gina Johnson	Unserved	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	301 W Cherry #2 Payson, AZ 85541		$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/30/2013		2013CR598	State of Arizona	Dennis James Mason		$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	225 W Ruiz Canyon Road Globe, AZ 85501		$0.00			0
8/30/2013	9/3/2013	2013CR598	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/30/2013	9/3/2013	2013CR598	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Michelle Kathleen Martin	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/30/2013	9/3/2013	2013CR207	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Evidentiary Hearing Subpoena	Beverly Halsey	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
8/30/2013		2013CR012292	State of Arizona	Gary Coppernoll		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Gary Coppernoll	198 E. Rainbow Drive Star Valley, AZ 85541		$0.00			0
8/30/2013	9/3/2013	2013TR001839	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Gerald Crouch	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
8/30/2013	9/3/2013	2013TR001434	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Russell Brandt	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
8/30/2013	9/3/2013	2013TR001768	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena Trial Reset	Xingkai Tian	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
8/30/2013		JV2013-145	State of Arizona	Kevin Medina		$0.00		Superior Court Gila County	0
		Subpoena	[redacted] minor	805 W. Longhorn Road, #4 Payson, AZ 85541		$0.00			0
8/30/2013	9/3/2013	JV2013-145	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	[redacted] minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
8/30/2013		JV2013-145	State of Arizona	Catalina Schnepp		$0.00		Superior Court Gila County	0
		Subpoena	[redacted] minor	311 S McLane #206 Payson, AZ 85544		$0.00			0
8/30/2013	9/3/2013	JV2013-145	State of Arizona	Aubrie Johnson	Aubrie Johnson	$0.00		Superior Court Gila County	0
		Subpoena	[redacted] minor	1103 S Sequoia Circle Payson, AZ 85541	2000 N Beeline Highway Payson, AZ 85541	$0.00			2
8/30/2013	9/3/2013	JV2013-145	State of Arizona	Leo Birchmeir	Leo Birchmeir	$0.00		Superior Court Gila County	0
		Subpoena	[redacted] minor	101 N Mogollon Payson, AZ 85541	101 N Mogollon Payson, AZ 85541	$0.00			1

MILEAGE FOR THE MONTH August 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
8/2	34			
8/5	35			
8/6	33			
8/7	128			
8/9	40			
8/12	102			
8/13	46			
8/14	52			
8/15	34			
8/16	36			
8/19	63			
8/20	91			
8/21	55			
8/22	48			
8/23	45			
8/25	70			
8/30	70			
DAYS	**982**		**0**	

Total Miles Driven By The Constable's Office **982** **August** **2013**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 9/3/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constable's Ethics, Standards & Treasurers Board writ fees Collected

Account Code	Revenue Description	Amount	
T9162061	CESTB · Writ fee Collected	15	00
	August 2013		
	3 @ 5.00		
	Ck # 2329		
		15	00

Authorized Signature 3270 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98370

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2329
91-527/1221 6128
0703680454

DATE 9/3/13

PAY TO THE ORDER OF Gila County Treasurer $ 15.00

fifteen & no/100's DOLLARS

Security Features Details on Back

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Writ fees - 3@5.00 3270

MP

⑈000002329⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 9/3/13

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service Fees Collected - August 2013

Account Code	Revenue Description	Amount	
1005.324.3405.80	Service Fees Collected	1513	20
X1005-01-32400-4614	8/1/13 thru 8/31/13		
		1513	20

Authorized Signature 7230 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98371

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2330
91-527/1221 6128
0703680454

DATE 9/3/13

PAY TO THE ORDER OF Gila County Treasurer $ 1513.20

One thousand five hundred thirteen & 20/100's DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service Fees - August 7230 MP

⑈000002330⑈ ⑆122105278⑆ 0703680454⑈

ARF-2106 **4. J.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: Globe Regional Constable's Office Monthly Reports for July 2013 and August 2013

Submitted For: Jesse Bolinger

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe

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Information

Subject

Globe Regional Constable's Office Monthly Reports for July 2013 and August 2013

Suggested Motion

Acknowledgment of the July 2013 and August 2013 monthly activity reports submitted by the Globe Regional Constable's Office.

Attachments

GLobe Regional Contsbles's Office Monthly Reports for July 2013

Globe Regional Constable Office Monthly Report for August 2013

Gila County Constable's Office
Jesse E. Bolinger, Constable
1400 East Ash Street
Globe, AZ 85501
Voice: (928) 402 8759
Fax: (928) 425 8386

Date: September 9, 2013

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of July 2013, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: **46**

Globe Constable assisted/other: Bailiff in	**0**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
The Globe Constable attended	**0**	hours of training
The Deputy Constable attended	**0**	hours of training
The Globe Constable collected	**341.00**	fees for the month
Warrant letters mailed	**61**	

Respectfully submitted,

JESSE E. BOLINGER
GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 8-22-2013

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING AGENCY Globe Regional Constable Office

BILLING PERIOD July 2013

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1915- -2061	19940	CEJTB Unit Fee	5 00
1005.321.3405.80	19940	Service Fee Honored Fund	56 00
	209		40 00
	7344		48 00
	5776		40 00
	19177		64 00
	3446		40 00
	3049		48 00
			341 00

Preparer Signature: Kimberly Pigat Title Constable Clerk

Approved Signature: [signature] Title Constable

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	341.00
Total	341.00

TREASURER By [signature] Date 8-22-13

ORIGINAL OFFICE

11 pages

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 9/9/2013
Page: 1

MONEY RECEIVED REPORT - by DATE

7/1/2013 TO 7/31/2013

Transaction Type	Count	Total
Check	7	$341.00
Total Payments	7	$341.00

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

7/1/2013 TO 7/31/2013

Number of Cases	Description
1	Response To Petition For Dissolution Of Marriage w/o Minor Children (Fee)
4	Summons & Complaint (Fee)
2	Summons Forcible Detainer (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
2	Amended Order of Protection
1	Child Custody Summons
2	Hearing Order for Order of Protection
3	Injunction Against Harassment
1	Notice Of Hearing Prior To Injunction Against Harassment
1	Notice Of Hearing Prior To Injunction Against Harassment
3	Notice Of Hearing Prior To Order Of Protection
2	Notice of Mediation
14	Notice To Appear; Petition
4	Order Of Protection
5	Trial Subpoena

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

7/1/2013 TO 7/31/2013

Number of Cases	Description
Total Number of Fee Services	8
Total Number of Non Fee Services	38
Total Number of Services	46

GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED

7/1/2013 TO 7/31/2013

Date: 9/9/2013
Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/1/2013	7/1/2013	J0403CV2013-137	Portfolio Recovery Associates LLC	Misty R & John/Jane Doe Hambrick	Misty R Hambrick Estevane	$64.00	19177	Globe Justice Court	6
	Summons & Complaint	Misty R & John/Jane Doe Hambrick		5900 N Main St Space 6 Globe, AZ 85501 (Home)	Bank Of America 200 E Sycamore St Globe, AZ 85501 (Parking Lot)	$64.00			3
7/1/2013	7/2/2013	JV2013-00132	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	36
	Notice To Appear; Petition	[redacted]				$0.00			1
7/1/2013	7/1/2013	JV2013-00128	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	5
	Notice To Appear; Petition	[redacted]				$0.00			1
7/1/2013	7/1/2013	JV2013-00128	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	5
	Notice To Appear; Petition	[redacted]				$0.00			1
7/2/2013	7/3/2013	J0403CR2009-7083	State of Arizona	Officer Medina	C Vargas	$0.00		Globe Justice Court	7
	Trial Subpoena	Andrew Davis Whidden		MPD 740 W Sullivan St Miami, AZ 85539 (Work)	MPD 804 Sullivan St Miami, Az 85539 (Home)	$0.00			1
7/3/2013	7/10/2013	58-2012-00429348-CU-PA-VTA	Pryscilla Verduzco	Able Pena	Unserved	$40.00	2446	Ventura Superior Court	28
	Summons & Complaint	Able Pena		E47 Davis Canyon Miami, Az 85539 (Home)		$40.00			4
7/3/2013	7/3/2013	GC201300027	Mary Elva & Albert V Avalos	Melissa Olvera	Melissa Olvera	$0.00		Gila County Superior Court	1
	Child Custody Summons	Melissa Olvera		153 E MEsquite St Apt 1 Globe, AZ 85501 (Home)	153 E MEsquite St Apt 1 Globe, AZ 85501 (Home)	$0.00			1
7/3/2013	7/5/2013	JV2013-00127	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	7
	Notice To Appear; Petition	[redacted]				$0.00			1
7/3/2013	7/5/2013	JV2013-00127	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	7
	Notice To Appear; Petition	[redacted]				$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

7/1/2013 TO 7/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/3/2013	7/5/2013	JV2013-00131	State of Arizona	[redacted]	Unserved	$0.00		Gila County Juvenile Court	13
		Notice To Appear; Petition	[redacted]			$0.00			1
7/3/2013	7/5/2013	JV2013-00131	State of Arizona	[redacted]	Unserved	$0.00		Gila County Juvenile Court	10
		Notice To Appear; Petition	[redacted]			$0.00			1
7/3/2013	7/5/2013	J0403CV2013-000248	Steve Schell	Holly Sirois	Holly Sirois	$48.00	3049	Globe Justice Court	3
		Summons Forcible Detainer	Holly Sirois	8958 S Six Shooter Canyon Space 101 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 101 Globe, AZ 85501 (Home)	$48.00			1
7/8/2013	7/8/2013	J0403CV2013-250	Janet Kleitsch	Jesse Bentley	Jesse Bentley	$0.00		Globe Justice Court	1
		Injunction Against Harassment	Jesse Bentley	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	$0.00			1
7/10/2013	7/10/2013	J0403CV2013-257	Tammy Gleave	Shannon Osteros	Shannon Osteros	$0.00		Globe Justice Court	5
		Notice Of Hearing Prior To Injunction Against Harassment	Shannon Osteros	2165 N WHeatfields Rd Space 90 Globe, AZ 85501 (Home)	Judy's Cook House Globe, AZ 85501 (Parking Lot)	$0.00			1
7/10/2013	7/10/2013	J0403CV2013-260	[redacted]	Justin Alaniz	Justin Alaniz	$0.00		Globe Justice Court	5
		Order Of Protection	Justin Alaniz		Russell Rd & Snedden St Globe, AZ 85501 (Intersection)	$0.00			1
7/12/2013	7/12/2013	J0403CV2013-221	Conscience & Allen Thompson	Vanessa Howard	Vanessa Howard	$0.00		Globe Justice Court	7
		Notice of Mediation	Timothy & Vanessa Howard	259 S Latham Blvd Miami, AZ 85539 (Home)	259 S Latham Blvd Miami, AZ 85539 (Home)	$0.00			1
7/12/2013	7/12/2013	J0403CV2013-221	Conscience & Allen Thompson	Timothy Howard	Vanessa Howard	$0.00		Globe Justice Court	7
		Notice of Mediation	Timothy & Vanessa Howard	259 S Latham Blvd Miami, AZ 85539 (Home)	259 S Latham Blvd Miami, AZ 85539 (Home)	$0.00			1
7/19/2013	7/19/2013	J0403CV2013-273	[redacted]	Vance T Mata	Vance T Mata	$0.00		Globe Justice Court	1
		Order Of Protection	Vance T Mata	6077 Marion Canyon Miami, AZ 85539 (Home)	Carl's Jr Restraunt 1680 E Ash St Globe, AZ 85501 (Work)	$0.00			1
7/19/2013	7/19/2013	J0403TR2013-975	State of Arizona	Officer T. Gamboa	M Hart	$0.00		Globe Justice Court	0
		Trial Subpoena	Christopher Lambert	DPS Globe, Az 85501 (Work)	DPS Globe, AZ 85501 (Work)	$0.00			1
7/19/2013	7/20/2013	J0403CV2013-274	Vera Nock	Merci Uto	Merci Uto	$0.00		Globe Justice Court	1
		Injunction Against Harassment	Merci Uto	1605 E Arbor Dr Miami, AZ 85539 (Home)	McDonalds Restraunt Globe, AZ 85501 (Parking Lot)	$0.00			1
7/22/2013	7/31/2013	J0403CV2013-035	Hill Street Dental, Cecil Barton	Paul Augustine & Linda Annette Alvarado	Unserved	$40.00	5776	Globe Justice Court	15
		Summons & Complaint	Paul Augustine & Linda Annette Alvarado			$40.00			5
7/22/2013	7/22/2013	J0403CV2013-272	[redacted]	[redacted]	[redacted]	$0.00		Globe Justice Court	3
		Hearing Order for Order of Protection	Chad Wenger			$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

7/1/2013 TO 7/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/22/2013	7/22/2013	J0403CV2013-278	[redacted]	[redacted]		$0.00		Globe Justice Court	3
		Hearing Order for Order of Protection	Raymond Kracinski			$0.00			1
7/22/2013	7/22/2013	JV2013-00144	State of Arizona	Ian Glenn Lamont III	Ian Glenn Lamont III	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted]	8738 S Springfield Rd Globe, AZ 85501 (Home)	8738 S Springfield Rd Globe, AZ 85501 (Home)	$0.00			1
7/22/2013	7/22/2013	JV2013-00144	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
7/22/2013	7/22/2013	J0403CV2013-281	Beverly Kammerer	Kevin Brent Lee Williams	Kevin Brent Lee Williams	$0.00		Globe Justice Court	5
		Notice Of Hearing Prior To Injunction Against Harassment	Kevin Brent Lee Williams		Judy's Cook House 5412 Russell Road Globe, AZ 85501 (Parking Lot)	$0.00			1
7/23/2013	7/23/2013	JV2013-139	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
7/23/2013	7/23/2013	JV2013-139	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
7/23/2013	7/23/2013	J0403CV2013-284	Don Stucker	Jaime Aguilar	Dora Brake	$48.00	7344	Globe Justice Court	3
		Summons Forcible Detainer	Jaime Aguilar	5582 Alberta Dr Globe, AZ 85501 (Home)	5582 Alberta Dr Globe, AZ 85501 (Home)	$48.00			1
7/23/2013	7/23/2013	J0403CR2013--254	State of Arizona	Brian Gene Tourmberlin	Brian Gene Tourmberlin	$0.00		Globe Justice Court	1
		Trial Subpoena	Lanettea Copeland	856 Rose Road Miami, AZ 85539 (Home)	GCSO Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	$0.00			1
7/23/2013	7/23/2013	J0403CR2013-254	State of Arizona	Officer Medina	MPD, Josie Valenzuela	$0.00		Globe Justice Court	7
		Trial Subpoena	Lanettea Copeland	MPD 740 W Sullivan St Miami, AZ 85539 (Work)	MPD 740 W Sullivan St Miami, Az 85539 (Work)	$0.00			1
7/23/2013	7/23/2013	J0403CR2013-254	State of Arizona	Sgt Padilla	MPD, Josie Valenzuela	$0.00		Globe Justice Court	7
		Trial Subpoena	Lanettea Copeland	MPD 804 Sullivan St Miami, Az 85539 (Work)	MPD 740 W Sullivan St Miami, Az 85539 (Work)	$0.00			1
7/24/2013	7/24/2013	J0403CV2013-286	[redacted]	Kyle Hamlet	Kyle Hamlet	$0.00		Globe Justice Court	3
		Notice Of Hearing Prior To Order Of Protection	Kyle Hamlet	1202 Vista Circle Globe, AZ 85501 (Home)	1202 Vista Circle Globe, AZ 85501 (Home)	$0.00			1
7/24/2013	7/25/2013	J0403CV2013-287	[redacted]	Matthew L Ortiz	Unserved	$0.00		Globe Justice Court	14
		Notice Of Hearing Prior To Order Of Protection	Matthew L Ortiz	6167 S Calle De Loma Miami, AZ 85539 (Home)		$0.00			2
7/24/2013	7/25/2013	J0403CV2013-98	MV Enterprises Inc	Cobre Valley Motors	Unserved	$61.00	19940	Globe Justice Court	5
		Writ Of Garnishment (Earnings) & Summons	Anthony Guerrero	1500 N Broad St PO Box 151 Globe, AZ 85501 (Work)		$61.00			1
7/25/2013	7/25/2013	J1106CV2013-0070	[redacted]	Kevin Brent Lee Williams	Kevin Brent Lee Williams	$0.00		Superior/Kearny Justice Court	0
		Order Of Protection	Kevin Brent Lee Williams		Globe Constable Office 1400 E Ash St Globe , AZ 85501 (Other)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

7/1/2013 TO 7/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
7/25/2013	7/25/2013	J1106CV2013-71	Felix Cienfuegos	Kevin Brent Lee Williams	Kevin Brent Lee Williams	$0.00		Superior/Kearny Justice Court	0
		Injunction Against Harassment	Kevin Brent Lee Williams		Globe Constable Office 1400 E Ash St Globe , AZ 85501 (Other)	$0.00			1
7/25/2013	7/25/2013	J1106CV2013-73	[redacted]	Kevin Brent Lee Williams	Kevin Brent Lee Williams	$0.00		Superior/Kearny Justice Court	0
		Order Of Protection	Kevin Brent Lee Williams		Globe Constable Office 1400 E Ash St Globe , AZ 85501 (Other)	$0.00			1
7/30/2013	7/31/2013	DO2013-00230	Frances Arlene Ramirez	Osvaldo (Tony) Ramirez	Osvaldo (Tony) Ramirez	$40.00	0209	Gila County Superior Court	5
		Response To Petition For Dissolution Of Marriage w/o Minor Children	Osvaldo (Tony) Ramirez		4184 Copper St Claypool, AZ 85532 (Home)	$40.00			1
7/30/2013	8/2/2013	JV2013-146	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	[redacted]			$0.00			1
7/30/2013	8/2/2013	JV2013-146	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition	[redacted]			$0.00			1
7/30/2013	7/30/2013	J0403CV2013-272	[redacted]	Pamela J Wenger	Pamela J Wenger	$0.00		Globe Justice Court	3
		Amended Order of Protection	Chad Wenger	760 S 2nd St Globe, AZ 85501 (Home)	760 S 2nd St Globe, AZ 85501 (Home)	$0.00			1
7/30/2013	7/31/2013	J0403CV2013-272	[redacted]	Chad Wenger	Chad Wenger	$0.00		Globe Justice Court	5
		Amended Order of Protection	Chad Wenger	2060 US HWY 60 Globe, AZ 85501 (Home)	5853 S Russell Rd Space 6 Globe, AZ 85501 (Home)	$0.00			1
7/31/2013	7/31/2013	J0403CV2013-298	[redacted]	Kelly Moore	Kelly Moore	$0.00		Globe Justice Court	3
		Notice Of Hearing Prior To Order Of Protection	Kelly Moore	535 E Conquest Lane Globe, AZ 85501 (Home)	535 E Conquest Lane Globe, AZ 85501 (Home)	$0.00			1
7/31/2013	8/1/2013	JV2013-148	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	5
		Notice To Appear; Petition	[redacted]			$0.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

QUASHED WARRANT REPORT

7/1/2013 TO 7/31/2013

Case Number	Individual
J0403TR2011-002343	Jose Antonio Bolanos Cortes
J0403CR2011-000226	Justin Alaniz
J0403CR2004-001157	Jolene Carroll
J0403CR2012-000128	Michael Dillon
J0403CR2012-000247	Sierra Flores
J0403CR2012-000822	Jahlynna Rae Gossett
M0441CR2001-007106	Debra Lee Hamlet-Izzo
J0403CR2002-000213	Debra Lee Hamlet-Izzo
J0403CR2009-000685	Manuel Santiago Hernandez
J0403CR2011-000444	Tanya Horta
J0403CR2012-000630	Tanya Horta
J0403TR2012-003706	Peter Gregory Philip
J0403CR2009-000863	Jose Alvaro Salayandia
J0403TR2009-005858	Victor Vincent Salazar
J0403CR2012-000051	Broderick Blayne Secody
J0403CR2012-000761	Michael Paul Castaneda II

QUASHED WARRANT REPORT

6/1/2008 TO EndDate

Case Number	Individual	Total Cost
J0403TR2011-002179	Shannon M Pyle	
J0403CR2011-000578	Jeremy Jack Yazzie	
J0403CR2006-000019	Jeremy Jack Yazzie	
J0403CR2007-000186	Jeremy Jack Yazzie	
J0403CR2009-000798	Jeremy Jack Yazzie	
J0403CR2011-000552	Jeremy Jack Yazzie	
J0403CR2011-000810	Albre M Altaha	
J0403TR2006-003550	Angel Fait Bead	
J0403TR2011-001218	Angel Fait Bead	

Total Quashed: 25

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 9/9/2013

TOTAL WARRANTS SERVED REPORT

7/1/2013 TO 7/31/2013

Case Number	Individual
J0403CR2011-000760	Gerald T Stanley
J0403TR2009-003833	Shannon Michelle Phillips
J0403TR2012-003706	Peter Gregory Philip
J0403TR2007-000166	Glenda McDaniel
J0403CR2009-000596	Christopher Lloyd W Keller
J0403CR2012-000082	Jerri Harper
J0403CR2010-000391	Colten Wayne White
J0403CR2011-000681	Charles Wayne Jesse Fee
J0403CR2009-000941	Charles Wayne Jesse Fee
J0403CR201-000800	Charles Wayne Jesse Fee
J0403CR2011-000414	Charles Wayne Jesse Fee
J0403CR2011-000743	Carlos L Laborin
J0403CR2011-000555	Tiffany Ann Gates
J0403CR2009-000857	Cynthia R Allen
J0403CR2008-000953	Joshua Ryan Anderson
J0403TR2011-001218	Angel Fait Bead

TOTAL WARRANTS SERVED REPORT

7/1/2013 TO 7/31/2013

Case Number	Individual	Total Cost
J0403TR2006-003550	Angel Fait Bead	
J0403CR2011-000375	Renee S Bookout	
J0403CR2011-000605	Al Tennyson Brown	
J0403CR2012-000035	Al Tennyson Brown	
J0403CR2009-000448	Kevin James Burnett	
J0403CR2012-000167	Agustin S Calvillo	
J0403CR2011-000724	Edwin Chatlin	
J0403CR2010-000633	Misty M Courtney	
J0403CR2001-000204	Matthew James Dehler	
J0403CR2012-000128	Michael Dillon	
J0403CR2002-000111	Roseelena Marie Falquez	
J0403CR2000-000125	Roseelena Marie Falquez	
J0403CR2007-001124	Roseelena Marie Falquez	
J0403CR2008-000431	Cheyenne Foglietti	
J0403TR-000960707	Leon Rodrick Kindelay	
J0403CR2008-000554	Nathan Charles Lang	
J0403CR2012-000783	Matthew F Payton	
J0403CR2008-000233	William Brad Stidham	
J0403TR2013-000252	William Brad Stidham	
J0403CR-DV-98000020	William Brad Stidham	
M0441CR-0009907178	William Brad Stidham	
J0403TR2007-002878	Cheryl Thompson	
J0403CR2012-000355	Ariane Nicole Tucker	
J0403CR2011-000810	Albre M Altaha	

TOTAL WARRANTS SERVED REPORT

7/1/2013 TO 7/31/2013

Case Number	Individual	Total Cost
J0403TR2010-002793	Alonso Bravo	
J0403CR2004-000920	James Paul Barbee, Jr	
J0403CR2012-000299	Victor Ernesto Bracamonte	
J0403TR2011-003023	Dacquari Marie Clark	
J0403CR2011-000239	Jennifer M Curtis	
J0403TR2010-001199	Bryan Leon Dosela	
J0403CR2013-000197	Joshua Lynn Ensworth	
J0403CR2009-000925	Lanny Robertson Goode	
J0403CR2005-000504	Robert Hartman	
J0403CR2003-000932	Robert L Hartman	
J0403CR2010-000247	Dino Armando Horta	
J0403TR-0000952312	Joseph Martin Jones	
J0403CR-0000980513	Joseph Martin Jones	
J0403TR2011-002179	Shannon M Pyle	
J0403TR2013-000576	Frankie Padilla	
J0403CR2013-000481	Gerald Phillips	
J0403CR2012-000624	Maria Christina Robles	
J0403TR2009-000689	Gabriel Rodriguez	
J0403CR2011-000635	Darryle James Smith	
J0403TR2012-003233	Tabitha Sneezy	
J0403TR2012-000631	James A Torres	

Total Warrants: 61

Gila County Constable's Office
Jesse E. Bolinger, Constable
1400 East Ash Street
Globe, AZ 85501
Voice: (928) 402 8759
Fax: (928) 425 8386

Date: September 10, 2013

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of August 2013, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: 44
TOTAL MILES FOR MONTH: 682

Globe Constable assisted/other: Bailiff in	**0**	court hearings
The Deputy Constable assisted/other: Bailiff in	**0**	court hearings
The Globe Constable attended	**0**	hours of training
The Deputy Constable attended	**0**	hours of training
The Globe Constable collected	**$663.80**	fees for the month
Warrant letters mailed	**22**	

Respectfully submitted,

JESSE E. BOLINGER
GLOBE CONSTABLE

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 09-10-13

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING AGENCY Globe Regional Courthouse #321

BILLING PERIOD August 2013

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1015- -3061	9078	CCSTB Exist Fee	5 00
1005.321.3405.80	9078	Service Fee	74 00
	1483		56 00
	2743		40 00
	1203		40 00
	32118		64 00
	32117		64 00
	21640		64 00
	3582		64 80
	32498		64 00
	32496		64 00
	32497		64 00
			663 80

Preparer Signature: Kimberly Pruitt Title Constable Clerk

Approved Signature: _____ Title Constable

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	663.80
Total	663.80

TREASURER By _____ Date 9-10-13

ORIGINAL OFFICE

119088

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

MONEY RECEIVED REPORT - by DATE

8/1/2013 TO 8/31/2013

Transaction Type	Count	Total
Check	11	$663.80
Total Payments	11	$663.80

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 9/10/2013

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

8/1/2013 TO 8/31/2013

Number of Cases	Description
1	30 Day Notice To Vacate (Fee)
1	Child Custody Packet (Fee)
1	Injunction Against Harassment (Fee)
1	Notice & Summons (Fee)
1	Petition To Establish Child Support (Fee)
12	Summons & Complaint (Fee)
1	Summons Forcible Detainer (Fee)
1	Writ Of Restitution (Fee)
1	Divorce Packet
1	Hearing Order for Order of Protection
2	Injunction Against Harassment
1	Jury Trial Subpoena
2	Notice Of Hearing Prior To Order Of Protection
1	Notice To Appear; Petition
3	Order Of Protection

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

8/1/2013 TO 8/31/2013

Number of Cases	Description
1	Response
1	Summons & Complaint
12	Trial Subpoena

Total Number of Fee Services	19
Total Number of Non Fee Services	25
Total Number of Services	44

GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date: 9/10/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/2/2013	8/2/2013	J0403CV2013-276	Holiday Hills Mobile Home Park	Jennifer Poston	Posted	$79.00	9078	Globe Justice Court	10
		Writ Of Restitution	Jennifer Poston	2165 N Wheatfields Rd #80 Globe, AZ 85501 (Home)	2165 N Wheatfields Rd Space 80 Globe, AZ 85501 (Home)	$79.00			1
8/2/2013	8/6/2013	J0403CR2013-292	State of Arizona	Officer Nudson	Officer Nudson	$0.00		Globe Justice Court	1
		Trial Subpoena	Dean Kreuzer	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	$0.00			1
8/2/2013	8/6/2013	J0403CR2013-297	State of Arizona	Officer Nudson	Officer Nudson	$0.00		Globe Justice Court	1
		Trial Subpoena	Steve Czerniski	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	$0.00			1
8/2/2013	8/9/2013	J0403TR2012-3522	State of Arizona	Margaret Bryant	Margaret Bryant	$0.00		Globe Justice Court	3
		Trial Subpoena	Benjamin Rowell	683 Agave Ave Globe, Az 85501 (Home)	683 Agave Ave Globe, Az 85501 (Home)	$0.00			1
8/2/2013	8/7/2013	J04033CR2013-3399	State of Arizona	Monica Baker	Monica Baker	$0.00		Globe Justice Court	5
		Trial Subpoena	Jennifer M Maldonado	5975 Morrow Ave Claypool, AZ 85532 (Home)	5975 Morrow Ave Claypool, AZ 85532 (Home)	$0.00			1
8/7/2013	8/7/2013	J0403CV2013-311	[redacted]	Brandi Marie Clark	Unserved	$0.00		Globe Justice Court	3
		Notice Of Hearing Prior To Order Of Protection	Brandi Marie Clark	5435 Hule St #7 Globe, AZ 85501 (Home)		$0.00			1
8/7/2013	8/7/2013	J0403CV013-310	Lynn A O'Leary	David Backus	David Backus	$64.80	2582	Globe Justice Court	0
		Notice & Summons	David Backus	52744 E US HWY 60 Space 38 Miami, AZ 85539 (Home)	52744 E. US HWY 60 Space 38 Miami, AZ 85539 (Home)	$64.80			1
8/8/2013	8/9/2013	FC2013-093736	Rhiannon Gaul	Matthew Thomas Ownsby	Matthew Thomas Ownsby	$56.00	1483	Maricopa County Superior Court	2
		Petition To Establish Child Support	Matthew Thomas Ownsby	Alhambra MHP 1410 So Monterey Dr Space 57 Globe, AZ 85501 (Home)	Alhambra MHP 1410 So Monterey Dr Space 57 Globe, AZ 85501 (Home)	$56.00			1
8/9/2013	8/26/2013	J0403CV2013-313	[redacted]	William Martin Dybdahl	Unserved	$0.00		Globe Justice Court	0
		Order Of Protection	William Martin Dybdahl			$0.00			2
8/9/2013	8/9/2013	J0403CV2013-314	Davey Jost	Edwin Kinney	Edwin Kinney	$32.00		Globe Justice Court	1
		Summons Forcible Detainer	Edwin Kinney	779 E Prickly Pear Dr Apt B Globe, AZ 85501 (Home)	779 E Prickly Pear Dr Apt B Globe, AZ 85501 (Home)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/13/2013	8/13/2013	J0403CV2013-317	[redacted]	[redacted]		$0.00		Globe Justice Court	0
		Hearing Order for Order of Protection	Charles Adam Schlink			$0.00			1
8/14/2013	8/14/2013	2013053483	Julie A Wright	Ruben Demario	Ruben Demario	$40.00	2743	Mesa Municipal Court	0
		Injunction Against Harassment	Ruben Demario	302 S 1st St Globe, AZ 85501 (Home)	Gila County Food Bank Globe, AZ 85501 (Home)	$40.00			1
8/14/2013	8/14/2013	J0403CV2013-294	Wakefield & Associates INC	Harold & Jane Doe Thompson Jr	Harold Thompson Jr	$64.00	21640	Globe Justice Court	7
		Summons & Complaint	Harold & Jane Doe Thompson Jr	5817 S Old Oak St Miami, Az 85539 (Home)	5817 S Old Oak St Miami, Az 85539 (Home)	$64.00			1
8/19/2013	8/20/2013	GC08192013	Steve Schell	Space 48	William A Waters	$40.00	1203		6
		30 Day Notice To Vacate	Space 48	8958 Six Shooter Canyon Space 48 Globe, AZ 85501 (Home)	Globe Regional Constable Office 1400 East Ash St Globe, AZ 85501 (Other)	$40.00			2
8/19/2013	8/19/2013	JV2013-00151	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
8/19/2013	8/19/2013	JV2013-00151	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
			[redacted]			$0.00			1
8/20/2013	8/20/2013	J0403CV2013-327	[redacted]	Tony (Tonito) Cruz	Tony (Tonito) Cruz	$0.00		Globe Justice Court	3
		Order Of Protection	Tony (Tonito) Cruz	188 E Haskins Rd Globe, AZ 85501 (Home)	188 E Haskins Rd Globe, AZ 85501 (Home)	$0.00			1
8/20/2013	8/20/2013	J0403TR2013-1418	State of Arizona	L Anthony	M Hart	$0.00		Globe Justice Court	1
		Jury Trial Subpoena	Richard Goodell	DPS Globe, AZ 85501 (Work)	DPS Globe, AZ 85501 (Work)	$0.00			1
8/20/2013	8/20/2013	J0403CR2013-456	State of Arizona	Officer K. Trimble	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Justin Grinder	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
8/20/2013	8/20/2013	J0403CR2013-456	State of Arizona	Sondra Brannen	Walmart, Kimi Fry - Gadberry, Asst. Manager	$0.00		Globe Justice Court	5
		Trial Subpoena	Justin Grinder	Walmart Globe, AZ 85501 (Work)	Walmart Claypool, AZ 85532 (Work)	$0.00			1
8/20/2013	8/20/2013	J0403CR2013-456	State of Arizona	Adriean Rutledge	Walmart, Kimi Fry - Gadberry, Asst. Manager	$0.00		Globe Justice Court	5
		Trial Subpoena	Justin Grinder	Walmart Globe, AZ 85501 (Work)	Walmart Claypool, AZ 85532 (Work)	$0.00			1
8/20/2013	8/20/2013	J0403CR2013-456	State of Arizona	Tyrone Wheadon	Walmart, Kimi Fry - Gadberry, Asst. Manager	$0.00		Globe Justice Court	5
		Trial Subpoena	Justin Grinder	Walmart Globe, AZ 85501 (Work)	Walmart Claypool, AZ 85532 (Work)	$0.00			1
8/20/2013	8/20/2013	J0403CR2013-456	State of Arizona	Jayson Merriweather	Walmart, Kimi Fry - Gadberry, Asst. Manager	$0.00		Globe Justice Court	5
		Trial Subpoena	Justin Grinder	Walmart Globe, AZ 85501 (Work)	Walmart Claypool, AZ 85532 (Work)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/20/2013	8/20/2013	J0403CR2013-456	State of Arizona	Donald McAfee	Walmart, Kimi Fry - Gadberry, Asst. Manager	$0.00		Globe Justice Court	5
		Trial Subpoena	Justin Grinder	Walmart Globe, AZ 85501 (Work)	Walmart Claypool, AZ 85532 (Work)	$0.00			1
8/21/2013	8/21/2013	J0403CV2013-323	Rufina Eylicio Loya	Alex Lagunas	Alex Lagunas	$0.00		Globe Justice Court	0
		Injunction Against Harassment	Alex Lagunas	5900 N Main St Space 172 Globe, AZ 85501 (Home)	Miami High School Miami, AZ 85539 (Other)	$0.00			1
8/22/2013	8/23/2013	J0403CV2013-267	Capitol One Bank	Lisa & John Doe Diosdado	Enrique Diosdado	$64.00	22117	Globe Justice Court	7
		Summons & Complaint	Lisa & John Doe Diosdado	719 W Kofa Pass Miami, AZ 85539 (Home)	719 W Kofa Pass Miami, Az 85539 (Home)	$64.00			1
8/22/2013	8/23/2013	J0403CV2013-254	Portfolio Recovery Associates LLC	Valerie I & Fred Cox	Valerie I & Fred Cox	$64.00	22118	Globe Justice Court	7
		Summons & Complaint	Valerie I & Fred Cox	5945 Morrow Ave Miami, AZ 85539 (Home)	5945 Morrow Ave Miami, AZ 85539 (Home)	$64.00			1
8/22/2013	8/23/2013	J0403CR2013-608	State of Arizona	Wendra Kracinski	Wendra Kracinski	$0.00		Globe Justice Court	3
		Summons & Complaint	Wendra Kracinski	8145 E Spurlock Dr Globe, AZ 85501 (Home)	8145 E Spurlock Dr Globe, AZ 85501 (Home)	$0.00			1
8/22/2013	8/26/2013	J0403CV2013-328	[redacted]	Federico Martinez	Federico Martinez	$0.00		Globe Justice Court	0
		Notice Of Hearing Prior To Order Of Protection	Federico Martinez	1564 Adriato Ave Miami, AZ 85539 (Home)	Globe Regional Constabe Office 1400 E Ash St Globe, AZ 85501 (Other)	$0.00			1
8/22/2013	8/23/2013	DO20080077	Amanda Vining	Amanda Vining	Amanda Vining	$40.00		Gila County Superior Court	7
		Child Custody Packet	Mark Anthony Yslas	135 Cocharan St Miaimi, AZ 85539 (Home)	135 Cocharan St Miaimi, AZ 85539 (Home)	$0.00			1
8/22/2013	8/23/2013	DO2010-00152	Mark L Boyd	Raelene P Boyd aka Higginbotham	Raelene P Boyd aka Higginbotham	$0.00		Gila County Superior Court	5
		Response	Raelene P Boyd aka Higginbotham	739 E MEsquite St Globe, AZ 85501 (Home)	Judy's Cookhouse Parking Lot Claypool, AZ 85532 (Home)	$0.00			1
8/27/2013	8/28/2013	J0403CV2013-331	Adrianne Villalobos	Darle K Roehm	Darle K Roehm	$0.00		Globe Justice Court	3
		Injunction Against Harassment	Darle K Roehm	3758 Alamo Way (Lives in trailer on property) Globe, AZ 85501 (Home)	74400 Alamo Way Globe, AZ 85501 (Other)	$0.00			1
8/27/2013	8/27/2013	J0403CV2013-330	[redacted]	Terry Lynn Fitch	Terry Lynn Fitch	$0.00		Globe Justice Court	30
		Order Of Protection	Terry Lynn Fitch	26078 N HWY 188 Roosevelt, AZ 85545 (Home)	Lake View Trailer Mobile Home Park Lot 129 Roosevelt , AZ 85545 (Home)	$0.00			1
8/27/2013	8/29/2013	J0403CR2013-407	State of Arizona	Brian E Stidham	Unserved	$0.00		Globe Justice Court	5
		Trial Subpoena	Travis J Rainwater	5900 N Main St Space 28 Globe, AZ 85501 (Home)		$0.00			1
8/27/2013	8/29/2013	J0403CR2013-407	State of Arizona	Piper Lertique	Unserved	$0.00		Globe Justice Court	5
		Trial Subpoena	Travis J Rainwater	5900 N Main St Space 28 Globe, AZ 85501 (Home)		$0.00			1
8/28/2013	8/29/2013	J0403CV2013-271	Portfolio Recovery Associates LLC	Charlene & John/Jane Doe Decino	Charlene & Chuck Decino	$64.00	22498	Globe Justice Court	3
		Summons & Complaint	Charlene & John/Jane Doe Decino	8958 S Six Shooter Canyon Space 112 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 112 Globe, AZ 85501 (Home)	$64.00			1

ITEMIZED SERVICES by DATE RECEIVED

8/1/2013 TO 8/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
8/28/2013	8/30/2013	J0403CV2013-295	Portfolio Recovery Associates LLC	Peggy & John/Jane Doe Duarte	Peggy Duarte	$64.00	22497	Globe Justice Court	3
		Summons & Complaint	Peggy & John/Jane Doe Duarte	604 3rd Ave Miami, Az 85539 (Home)	604 3rd Ave Miami, Az 85539 (Home)	$64.00			1
8/28/2013		J0403CV013-309	Capitol One Bank	Richard H & John/Jane Doe Harris		$64.00	22496	Globe Justice Court	0
		Summons & Complaint	Richard H & John/Jane Doe Harris	HW 77 Mile Post 161 Globe, AZ 85501 (Home)		$64.00			0
8/29/2013	8/29/2013	DO201300309	Tammy Dover	Brad Dover	Brad Dover	$0.00		Gila County Superior Court	5
		Divorce Packet	Brad Dover	5683 S Glendale Ave Globe, AZ 85501 (Home)	5683 S Glendale Ave Globe, AZ 85501 (Home)	$0.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

TOTAL WARRANTS SERVED REPORT

8/1/2013 TO 8/31/2013

Case Number	Individual
J0403TR2013-000107	Joseph Francisco M Armendariz
J0403CR2012-000105	Macy Alonzo
J0403CR2005-001178	Charles Michael Brown
J0403TR2001-002987	Joshua David Campbell
J0403TR2011-001104	Travis M Carmack
J0403TR2010-001196	Carol Chimes
J0403TR2007-001397	Hermillo Medina De La Cruz
M0441TR2009-007318	Adrian Duran
J0403TR2004-001994	Andrew James Durham
J0403TR-0000981033	Christopher Esparza
J0403CR-0009900283	Christopher Esparza
J0403CR-0009900278	Christopher Esparza
J0403CR-0000970393	Christopher Esparza
J0403CR2013-000202	David Anthony Garcia
J0403CR2013-000058	David Anthony Garcia
J0403CR2010-000587	Laurie Galle Gates

TOTAL WARRANTS SERVED REPORT

8/1/2013 TO 8/31/2013

Case Number	Individual	Total Cost
J0403CR2009-000995	Angel Hernandez	
J0403TR2002-003613	David Wayne McDaniel	
J0403TR2011-003474	Richard Owens	
J0403TR2011-000507	Richard Owens	
J0403CR2003-000743	Monica Angele Pizano	
J0403TR2006-003455	Cordell N Williams Jr.	

Total Warrants: 22

ARF-2107 **Consent Agenda Item 4. K.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: Globe Regional Justice of the Peace's Office Monthly Reports for February 2012, March 2012, and August 2013

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice of the Peace's Office Monthly Reports for February 2012, March 2012, and August 2013.

Suggested Motion

Acknowledgment of the February 2012, March 2012, and August 2013 monthly activity reports submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice Court Report 02-12

Globe Regional Justice Court Report 03-12

Globe Regional Justice Court Report 08-13

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

FEBRUARY, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 295.11	$ 14.76	$ 280.35
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 431.13	$ 21.56	$ 409.57
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 7,955.19		$ 7,955.19
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 4,097.47		$ 4,097.47
Game and Fish - Wildlife	ZGF		STATE	$ 89.89	$ 4.50	$ 85.39
Extra DUI Assessment $500	ZGFDU		STATE	$ 8,481.07	$ 424.06	$ 8,057.01
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 30.30	$ 1.52	$ 28.78
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ 109.57	$ 5.48	$ 104.09
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 162.48	$ 8.13	$ 154.35
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 45.86	$ 2.30	$ 43.56
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 2,874.93		$ 2,874.93
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 14,402.71	$ 720.14	$ 13,682.57
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,680.00	$ 84.00	$ 1,596.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,623.34	$ 81.17	$ 1,542.17
DUI Abatement	ZDUIA		T889-2061	$ 270.00	$ 13.50	$ 256.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 342.71	$ 17.14	$ 325.57
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 71.47	$ 3.58	$ 67.89
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,129.90	$ 56.50	$ 1,073.40
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 29,134.89	$ 1,456.75	$ 27,678.14
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 2,012.31	$ 100.62	$ 1,911.69
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ -	$ -	$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 1,154.91		$ 1,154.91
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 152.56	$ 7.63	$ 144.93
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 2,151.66		$ 2,151.66
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 349.05	$ 17.46	$ 331.59
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 5,949.60		$ 5,949.60
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 595.01	$ 29.76	$ 565.25
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 520.62		$ 520.62
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 347.08		$ 347.08
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 50.00	$ 2.50	$ 47.50
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 244.42	$ 12.23	$ 232.19
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 3,983.73	$ 199.19	$ 3,784.54
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,633.03	$ 131.66	$ 2,501.37
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 329.13	$ 16.46	$ 312.67
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 35.18	$ 1.76	$ 33.42
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 105.87	$ 5.30	$ 100.57
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 1,163.16	$ 58.16	$ 1,105.00
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ 4.00	$ 0.20	$ 3.80
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 4.36	$ 0.22	$ 4.14
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 4.00	$ 0.20	$ 3.80
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10		$ 43.66	$ 2.19	$ 41.47
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 599.54	$ 29.98	$ 569.56
Prison Construction Fund	ZPCOF		T908-2061	$ 6,942.09	$ 347.11	$ 6,594.98
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 406.45	$ 20.32	$ 386.13
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 7,855.98	$ 392.80	$ 7,463.18
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 109.33	$ 5.47	$ 103.86
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 350.45		$ 350.45
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 4,116.45		$ 4,116.45
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 2,744.30		$ 2,744.30
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 319.02	$ 15.96	$ 303.06

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

FEBRUARY, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 10.00	$ 0.50	$ 9.50
HURF - to City Police	ZHRFC		CITY POLICE	$ 27.39	$ 1.37	$ 26.02
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 3.00	$ 0.15	$ 2.85
TOTALS				$ 118,545.36	$ 4,314.29	$ 114,231.07

TOTAL ADJUSTED BALANCE VERIFICATION	$ 114,231.07
TOTAL RESTITUTION RECEIVED	$ 4,993.32
TOTAL RECEIPTS THIS MONTH	$ 123,538.68

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
3/15/2012	6322	$ 21,172.20	ARIZONA STATE TREASURER
3/15/2012	6323	$ 97,334.79	GILA COUNTY TREASURER
3/15/2012	6324	$ 9.50	GILA COUNTY SHERIFF D.A.R.E.
3/15/2012	6325	$ 28.87	CITY POLICE SUSPENDED PLATES
		$ 118,545.36	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of FEBRUARY, 2012. To the best of my knowledge, information and belief

Justice of the Peace

Subscribed and Sworn to before me this 16th **day of** March **, 2012.**

Mary E. Mendez

Notary Public

My Commission Expires: 12-12-2015

MARY E. MENDEZ
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
December 12, 2016

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: FEBRUARY, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$16,733.73**
RECEIVED DURING THE MONTH	**$14,491.11**
DISBURSED DURING THE MONTH	**$7,602.35**
BALANCE AT THE END OF THE MONTH	**$23,622.49**

Justice of the Peace

Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

MARCH, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 597.33	$ 29.87	$ 567.46
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 3,142.13	$ 157.11	$ 2,985.02
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 6,409.46		$ 6,409.46
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 7,415.06		$ 7,415.06
Game and Fish - Wildlife	ZGF		STATE	$ 72.03	$ 3.61	$ 68.42
Extra DUI Assessment $500	ZGFDU		STATE	$ 6,013.23	$ 300.67	$ 5,712.56
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 945.59	$ 47.28	$ 898.31
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 265.38	$ 13.27	$ 252.11
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 50.52	$ 2.53	$ 47.99
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 3,572.36		$ 3,572.36
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 18,103.30	$ 905.17	$ 17,198.13
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 3,080.00	$ 154.00	$ 2,926.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,813.91	$ 90.70	$ 1,723.21
DUI Abatement	ZDUIA		T889-2061	$ 20.00	$ 1.00	$ 19.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 377.79	$ 18.89	$ 358.90
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 64.62	$ 3.24	$ 61.38
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,107.00	$ 55.35	$ 1,051.65
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 33,586.00	$ 1,679.30	$ 31,906.70
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 2,289.01	$ 114.46	$ 2,174.55
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 146.52	$ 7.33	$ 139.19
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 1,494.10		$ 1,494.10
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 168.06	$ 8.41	$ 159.65
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 2,788.49		$ 2,788.49
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 384.65	$ 19.24	$ 365.41
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 4,300.09		$ 4,300.09
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 773.85	$ 38.70	$ 735.15
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 540.34		$ 540.34
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 360.22		$ 360.22
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 759.27	$ 37.97	$ 721.30
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 381.48	$ 19.08	$ 362.40
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 5,000.84	$ 250.05	$ 4,750.79
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,534.57	$ 126.73	$ 2,407.84
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 316.82	$ 15.85	$ 300.97
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 36.04	$ 1.81	$ 34.23
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 68.56	$ 3.43	$ 65.13
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 1,141.98	$ 57.10	$ 1,084.88
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 8.58	$ 0.43	$ 8.15
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 5.42	$ 0.28	$ 5.14
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ 6.74	$ 0.34	$ 6.40
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 81.07	$ 4.06	$ 77.01
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 529.07	$ 26.46	$ 502.61
Prison Construction Fund	ZPCOF		T908-2061	$ 6,967.19	$ 348.36	$ 6,618.83
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 541.90	$ 27.10	$ 514.80
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 7,610.00	$ 380.50	$ 7,229.50
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 195.68	$ 9.79	$ 185.89
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 442.57		$ 442.57
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 4,953.00		$ 4,953.00
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 3,301.99		$ 3,301.99
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 151.26	$ 7.57	$ 143.69

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

MARCH, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 57.02	$ 2.86	$ 54.16
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 134,972.09	$ 4,969.90	$ 130,002.19
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 130,002.19
					TOTAL RESTITUTION RECEIVED	$ 3,569.36
					TOTAL RECEIPTS THIS MONTH	$ 138,541.45

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/23/2012	6359	$ 24,308.40	ARIZONA STATE TREASURER
4/23/2012	6360	$ 110,609.53	GILA COUNTY TREASURER
4/23/2012	6361	$ 54.16	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 134,972.09	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of MARCH, 2012. To the best of my knowledge information and belief

Justice of the Peace

Subscribed and Sworn to before me this 23rd **day of** April **, 2012.**

Mary E. Mendez

Notary Public

My Commission Expires: 12-12-2015

MARY E. MENDEZ
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
December 12, 2015

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: MARCH, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$23,622.49**
RECEIVED DURING THE MONTH	**$19,469.82**
DISBURSED DURING THE MONTH	**$17,747.98**
BALANCE AT THE END OF THE MONTH	**$25,344.33**

Justice of the Peace

Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

AUGUST, 2013 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 16.74	$ 0.84	$ 15.90
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 618.10	$ 30.91	$ 587.19
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 20.00	$ 1.00	$ 19.00
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 4,149.33		$ 4,149.33
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,718.82		$ 2,718.82
Game and Fish - Wildlife	ZGF		STATE	$ 50.00	$ 2.50	$ 47.50
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,359.80	$ 67.99	$ 1,291.81
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 123.86	$ 6.20	$ 117.66
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 231.00	$ 11.55	$ 219.45
Alternative Dispute Resolution	ZADR		T848-2061	$ 37.29	$ 1.87	$ 35.42
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,697.20		$ 1,697.20
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 8,393.68	$ 419.69	$ 7,973.99
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 2,310.00	$ 115.50	$ 2,194.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 951.73	$ 47.59	$ 904.14
DUI Abatement	ZDUIA		T889-2061	$ 300.00	$ 15.00	$ 285.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 279.22	$ 13.97	$ 265.25
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 22.75	$ 1.14	$ 21.61
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 683.40	$ 34.17	$ 649.23
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 18,829.59	$ 941.48	$ 17,888.11
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,173.28	$ 58.67	$ 1,114.61
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 1,767.75	$ 88.39	$ 1,679.36
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 823.02		$ 823.02
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 124.20	$ 6.21	$ 117.99
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,537.60		$ 1,537.60
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 284.37	$ 14.22	$ 270.15
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,309.46		$ 1,309.46
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 180.00	$ 9.00	$ 171.00
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 47.36		$ 47.36
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 31.56		$ 31.56
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 110.72	$ 5.54	$ 105.18
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 416.52	$ 20.83	$ 395.69
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,321.64	$ 116.09	$ 2,205.55
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,139.71	$ 106.99	$ 2,032.72
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 267.43	$ 13.38	$ 254.05
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 73.28	$ 3.67	$ 69.61
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 66.77	$ 3.34	$ 63.43
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 908.95	$ 45.45	$ 863.50
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ 0.46	$ 0.03	$ 0.43
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 5.92	$ 0.30	$ 5.62
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 6.12	$ 0.31	$ 5.81
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ 4.35	$ 0.22	$ 4.13
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ 4.00	$ 0.20	$ 3.80
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26			$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 88.63	$ 4.44	$ 84.19
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 176.67	$ 8.84	$ 167.83
Prison Construction Fund	ZPCOF		T908-2061	$ 1,629.46	$ 81.48	$ 1,547.98
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 72.44	$ 3.62	$ 68.82
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,641.72	$ 282.09	$ 5,359.63
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 44.13	$ 2.21	$ 41.92
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 109.22		$ 109.22
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,293.07		$ 2,293.07
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,528.71		$ 1,528.71
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

AUGUST, 2013 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH			$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ -	$ -	$ -
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 350.55	$ 17.53	$ 333.02
TOTALS				$ 68,331.58	$ 2,604.45	$ 65,727.13
			TOTAL ADJUSTED BALANCE VERIFICATION			$ 65,727.13
			TOTAL RESTITUTION RECEIVED			$ 1,248.56
			TOTAL RECEIPTS THIS MONTH			$ 69,580.14

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
9/9/2013	7581	$ 9,166.66	ARIZONA STATE TREASURER
9/9/2013	7582	$ 58,831.90	GILA COUNTY TREASURER
		$ -	GILA COUNTY SHERIFF D.A.R.E.
9/9/2013	7583	$ 333.02	CITY POLICE SUSPENDED PLATES
		$ 68,331.58	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of AUGUST, 2013.

Justice of the Peace

Subscribed and Sworn to before me this 10th day of September, 2013.

Notary Public

My Commission Expires: February 12, 2017

SUSAN LEMAE WILLIAMS
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
February 12, 2017

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: August, 2013

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$11,948.80**
RECEIVED DURING THE MONTH	**$13,336.72**
DISBURSED DURING THE MONTH	**$19,796.20**
BALANCE AT THE END OF THE MONTH	**$ 5,489.32**

Justice of the Peace

Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-2121 **Consent Agenda Item 4. L.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: Clerk of Superior Court 's Report for the month of August 2013

Submitted For: Anita Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for August 2013

Suggested Motion

Acknowledgment of the August 2013 monthly activity report submitted by the Clerk of the Superior Court's Office

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Attachments

Clerk of Superior Court 's Report for the month of August 2013

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

AUGUST 2013

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

Report generated on : 9/8/2013 11:42:28 AM

Criteria : From Date : 8/1/2013 To Date :8/31/2013

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$4246.38		($2789.29)		$1457.09	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$129819.67			($2500.00)	$127319.67	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2243.99				$2243.99	$112.20
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$3.00				$3.00	$0.15
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$24.00				$24.00	$1.20
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$461.38		$25.00		$486.38	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$50.85				$50.85	$2.54
		ZATT	ATTORNEY FEE REIMBURSEMENT	$1520.00		$60.00		$1580.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$300.00				$300.00	$15.00
		ZFEE	BASE FEES (GENERAL FUND)	$4642.22				$4642.22	$232.11
		ZFINE	BASE FINES	$4418.08		$103.54		$4521.62	$226.08

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFORF	BOND FORFEITURES				$2500.00	$2500.00	$125.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	$815.79				$815.79	$40.79
		ZCEF	CLEAN ELECTIONS FUND	$546.31		$5.60		$551.91	$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$37.70				$37.70	$1.89
		ZJDET	COUNTY JUV DETENTION	$108.00				$108.00	$5.40
		ZCLLF	COUNTY LAW LIBRARY FUND	$2242.48				$2242.48	$112.12
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$2584.58		$32.78		$2617.36	$130.87
		ZDNAS	DNA STATE SURCHARGE	$328.35		$3.39		$331.74	$16.59
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$982.70				$982.70	$49.14
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$282.58				$282.58	$14.13
		ZDREF	DOMESTIC RELATIONS EDUCATION	$159.26				$159.26	$7.96
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1299.38				$1299.38	$64.97
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$762.65		$1.18		$763.83	$38.19
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$191.46				$191.46	$9.57
		ZDCRT	DRUG COURT FEE FUND	$280.00				$280.00	$14.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDUIA	DUI ABATEMENT FUND	$165.00				$165.00	$8.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$549.45				$549.45	$27.47
		ZWITN	EXPERT WITNESS FUND	$660.00				$660.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$248.88		$150.00		$398.88	$19.94
		ZEXJU	EXTRA JUV PROBATION ASMNT	$308.45		$25.00		$333.45	$16.67
		ZFAR2	FARE DELINQUENCY FEE	$35.00				$35.00	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$47.90				$47.90	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$382.35		$3.93		$386.28	$19.31
		ZCC	GEN JURIS CONCILIATION COURT	$1749.41				$1749.41	$87.47
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$4984.93		$45.99		$5030.92	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$830.82		$7.66		$838.48	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2492.47		$23.00		$2515.47	$0.00
		ZJF	JAIL (INCARCERATION) FEES			$10.26		$10.26	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1101.59				$1101.59	$55.08

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2502.29				$2502.29	$125.11
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$105.28				$105.28	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$195.51				$195.51	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$2.67		$146.00		$148.67	$7.43
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$5.33		$584.00		$589.33	$29.47
		ZJS	JUVENILE PROBATION SERV FEES	$823.55		$40.00		$863.55	$43.18
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$714.25		$8.83		$723.08	$36.15
		ZMISC	MISCELLANEOUS FEES	$64.40				$64.40	$3.22
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$8.00				$8.00	$0.40
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$4.00				$4.00	$0.20
		ZPP	PASSPORT APPLICATION FEES	$975.00				$975.00	$48.75
		ZPCOF	PRISON CONSTRUCTION AND	$1370.01				$1370.01	$68.50
		ZPRS6	PROB SURCH 2006	$6.42				$6.42	$0.32
		ZPBA	PROBATION FEE ADULT	$10837.55		$348.95		$11186.50	$559.33

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPUBZ	PUBLIC DEFENDER FEES	$193.62				$193.62	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$1337.50				$1337.50	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$133.45				$133.45	$6.67
		ZSTAT	STATE TREASURER - GENERAL FUND	$1074.01				$1074.01	$53.70
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$60.00		$125.00		$185.00	$9.25
		ZGFDU	XTRA DUI ASSMT	$280.00				$280.00	$14.00
		ZPRS9	ZPRS9	$120.76		$1.40		$122.16	$6.11
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	$20.00				$20.00	$1.00
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$88.00				$88.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$50.00				$50.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$12251.44		$1037.78		$13289.22	$0.00
			Total:	**$205130.10**		**$0.00**	**$0.00**	**$205130.10**	**$2466.88**

LESS SHADED AREAS: - 144,467.97

60,662.13

Fare Fees - 82.90

$60,579.23

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501
http://www.supreme.state.az.us/gilasc/clerk/clerk.html

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of AUGUST, 2013.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH day of September, 2013.

Deputy

ARF-2118 **Consent Agenda Item 4. M.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: September 2013

Submitted For: Marian Sheppard, Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

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Information

Subject

September 3, 2013, Board of Supervisors Meeting Minutes and September 3, 2013, Board of Equalization Meeting Minutes

Suggested Motion

Approval of the September 3, 2013, Board of Supervisors meeting minutes and the September 3, 2013, Board of Equalization meeting minutes.

Attachments

BOS 09-03-13 Meeting Minutes

BOE 09-03-13 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: September 3, 2013

MICHAEL A. PASTOR
Chairman

TOMMIE C. MARTIN
Vice-Chairman

JOHN D. MARCANTI
Member

MARIAN E. SHEPPARD
Clerk of the Board

By: Laurie J. Kline
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; Marian Sheppard, Clerk of the Board; and Laurie Kline, Deputy 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. Lieutenant Michael Johnson led the Pledge of Allegiance and Pastor Rich Richie of the First Church of the Nazarene in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Public recognition of five employees for August's "Spotlight on Employees" Program, as follows: Nyra Hillery, Wes Wilson, Alex Cunningham, Bianca DalMolin and Ronald Escobedo.

Erica Raymond, Human Resources Department Assistant Senior, read aloud a letter submitted by Vice-Chairman Martin nominating Nyra Hillery of the Public Works Division for this award. Additional nominations were submitted by Sharon Winters, Solid Waste Operations Manager, to include Wes Wilson and Alex Cunningham also of the Public Works Division, and Bianca Dalmolin and Ronald Escobedo from the Sheriff's Office. The award recipients were not present at the meeting to accept their awards.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve an Intergovernmental

Agreement between Gila County and the Gila County Community College District to provide $250,000 in four quarterly payments for utility expenses and repair and maintenance of the College's facilities and real property at its three Globe and Payson campuses commencing July 1, 2013, and ending June 30, 2014.

Don McDaniel, County Manager, stated that for the past several years Gila County has provided financial assistance to the Gila County Community College District. The County will provide the College with maintenance and utility expense assistance in four quarterly payments, and the College will continue to provide citizens of the Gila County Community the education and skills necessary to be successful in entering the job market. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved an Intergovernmental Agreement between Gila County and the Gila County Community College District to provide $250,000 in four quarterly payments for utility expenses and repair and maintenance of the College's facilities and real property at its three Globe and Payson campuses commencing July 1, 2013, and ending June 30, 2014.

B. Information/Discussion/Action to approve, and authorize the Chairman to sign, the purchase documents with Spillman Technologies for the purchase and installation of an IBM rack-mounted server in the amount of $48,828 and a Sentryx Geobase Module which includes on-site training and Spillman Pin Mapping in the amount of $60,665, all of which are budgeted items in the FY 2013/2014 Sheriff's Office.

Sarah White, Sheriff's Office Chief Administrative Officer, explained that the maintenance agreement for the IBM server expired June 2013, and that the backup portion of the IBM server failed in the same month, consequently, manual backups are performed daily. Due to the age of the server equipment, IBM will no longer continue the maintenance agreement with the County. The server contains the Spillman Technologies Software which executes the essential functions of every aspect of the Sheriff's Office operations including record keeping for the Sheriff's Office as well as keeping records for the residents of Gila County.

The second part of the request before the Board is to purchase the Sentryx Geobase mapping module in order to expeditiously and accurately dispatch Sheriff's deputies in response to 911 calls by pinpointing the exact location of the call. Chairman Pastor inquired as to whether or not it works together with the software currently being implemented, to which Ms. White stated that the Spillman Technologies Software and the Environmental Systems Research Institute, (esri) geographic information systems mapping software programs that the County recently purchased *do* interface together. Vice-Chairman Martin inquired whether this purchase would include the constable component, to which Ms. White explained that there is a civil module that is

separate and could be added later, but that it is not a part of the conversation today. Supervisor Marcanti expressed a concern that the initial contract price and equipment may not be sufficient and that additional equipment and/or software may be required in the near future. Ms. White replied that today's request is adequate to accommodate and perform the 911 dispatch service requirements. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved and authorized the Chairman to sign the purchase documents with Spillman Technologies for the purchase and installation of an IBM rack-mounted server in the amount of $48,828 and a Sentryx Geobase Module which includes on-site training and Spillman Pin Mapping in the amount of $60,665, all of which are budgeted items in the FY 2013/2014 Sheriff's Office.

C. Information/Discussion/Action to approve the final distribution of $149,903 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY 2012-2013, namely $144,903 to Gila County School Districts, and $5,000 for Roads.

Dr. Linda O'Dell, School Superintendent, (via ITV in Payson) stated that this item was approved by the Board on April 16, 2013, with 10 percent held on deposit in the event the County had to return funds to the federal government due to sequestration. She asked the Board to approve the final distribution of Forest Fees as September is the end of Federal Fiscal Year 2012 and the County is not required to return any funds to the federal government. The proposed distributions are as follows: $5,000 of Forest Fees goes to County roads and the remaining $144,903 is allocated to the school districts which is the 10 percent of funds on deposit. Supervisor Marcanti inquired whether the $5,000 had been allocated to a roads project to which Don McDaniel, County Manager, stated that it is budgeted but not allocated.

Mr. McDaniel stated that Jeff Baer, Director of Education Programs, indicated that it was necessary to shut down and restart the computer system in the hearing room because of technical difficulties; therefore, a short recess was taken. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the final distribution of $149,903 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY 2012-2013, namely $144,903 to Gila County School Districts, and $5,000 for Roads.

D. Information/Action/Discussion to approve expenditure with Empire CAT in the amount of $19,630.50 to replace the wheel tips on the 816F compactor in service at the Buckhead Mesa Landfill.

Sharon Winters, Solid Waste Operations Manager, explained that the County has been working with the National Intergovernmental Purchasing Alliance (IPA) Company, the Finance Department, and Austin Jones, Public Works

Vehicle and Equipment Maintenance Supervisor, to reduce the cost by 50% to keep the 816F compactor in operation for several more years, and she asked that the Board approve this expenditure. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the expenditure with Empire CAT in the amount of $19,630.50 to replace the wheel tips on the 816F compactor in service at the Buckhead Mesa Landfill.

E. Information/Discussion/Action to approve a Vending Services Grantor Agreement (Contract No. ADES14-051775) with the Arizona Department of Economic Security/Rehabilitation Services Administration/Business Enterprise Program (BEP) to utilize the services provided by BEP, to arrange for an automated snack vending machine on the 2nd floor, main lobby of the Gila County Courthouse that will be installed and serviced by a BEP Operator. Said Agreement will expire on August 31, 2028.

Jeff Hessenius, Finance Director, stated that the public comes to the Gila County Courthouse and often times are required to stay for extended periods of time. Requests have been made by the public for the County to install snack vending machines in the Courthouse. He stated that a snack machine would provide a service to the public as well as to Gila County employees. By entering into this agreement it would help support a noteworthy program. The program is administered by the Department of Economic Security (DES) Rehabilitation Services Administration (RSA) specifically the Business Enterprise Program (BEP). The BEP licenses individuals who are legally blind to operate food services businesses and service the vending machines. The County would be satisfying the request from the public as well as being aligned with Arizona Revised Statute §23-504, which states in part that BEP Operators have priority for merchandising business of state, county or other local government property.

Chairman Pastor inquired whether the term of 15 years for this contract was standard, to which Mr. Hessenius replied that it is in fact a standard agreement. Mr. McDaniel interjected that the contract does includes a 30-day cancellation clause that can be executed by either party. Supervisor Marcanti inquired if there will be adequate signage to let citizens know the machines are there. Mr. Hessenius stated that he would defer to Public Works to install a sign indicating that there are vending machines. Chairman Pastor verbalized that there is adequate space to house the new vending machine in the lobby area of the 2nd floor of the Courthouse. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a Vending Services Grantor Agreement (Contract No. ADES14-051775) with the Arizona Department of Economic Security/Rehabilitation Services Administration/ Business Enterprise Program (BEP) to utilize the services provided by BEP, to arrange for an automated snack vending machine on the 2nd floor, main lobby

of the Gila County Courthouse that will be installed and serviced by a BEP Operator. Said Agreement will expire on August 31, 2028. Chairman Pastor then stated for the audience that Jeff Hessenius is the new Finance Director for Gila County.

F. Information/Discussion/Action to adopt Resolution No. 13-09-01 for the roadway exchange of that property referenced in said resolution regarding Deer Farm Road, and to authorize the Chairman's signature on the Quit Claim Deed with Gary C. Landers.

Steve Sanders, Public Works Division Deputy Director, explained that a recent survey by Mr. Gary C. Landers revealed that the existing Deer Farm Road was not within the dedicated easement. In order to save the County money it was decided to leave the road in its current location rather than move the road and to propose a land exchange with the property owner, Gary C. Landers. Included in this item is Resolution 13-09-01 which will accomplish this roadway exchange. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 13-09-01 for the roadway exchange of that property referenced in said resolution regarding Deer Farm Road, and to authorize the Chairman's signature on the Quit Claim Deed with Gary C. Landers. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

G. Information/Discussion/Action to adopt Resolution No. 13-09-02 accepting Russell Road as described in Fee No. 2013-007562, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System.

Mr. Sanders provided some background information regarding Russell Road and explained that it is located south of Globe in the Little Acres area and it provides access to the Pinal Mountains and connects with Kellner Canyon Road. He further stated that if this portion of road, as described above, is accepted into the Gila County Maintained Roadway System it would provide for an alternate access route to residents living on either Ice House Canyon Road or Six Shooter Canyon Road. A recent survey of Russell Road uncovered approximately 2,200 feet of the road to cross private land. The owner of the property is unable to produce evidence that it is a dedicated road; therefore, he agrees with the County that it is in the best interest of all parties to dedicate an easement for the roadway to the County and that this portion of road be accepted and maintained as a public roadway in the Gila County Maintained Roadway System.

Chairman Pastor stated that he would like to meet with Mr. Sanders to ask a question after the meeting today. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 13-09-02 accepting Russell Road as described in Fee No. 2013-007562,

Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

H. Information/Discussion/Action to approve two letters addressed to the Director of the U.S. Fish and Wildlife Service (USFWS): (1) requesting immediate action to grant an extension to the various comment periods involved in the gray wolf delisting, the relisting of the Mexican wolf, the revision of the nonessential, experimental revised rules, and the proposed draft Environmental Impact Statement on the revision to the Mexican wolf nonessential experimental population rule; and (2) expressing grave concerns with regard to the processes that have been followed by the USFWS related to the entire Mexican Wolf Initiative.

Jacque Griffin, Assistant County Manager/Librarian, provided background information and explained that the first letter to the Director of the U.S. Fish and Wildlife Service (USFWS) requests immediate action to restructure and extend, for a minimum of 90 days, the public comment periods for these issues to provide the public with adequate time, opportunity and information to appropriately evaluate the issues and fully understand the possible implications and impacts. The first letter also addresses great concerns about pending USFWS proposals to delist gray wolves, relist the Mexican wolf, and revise the rule establishing the Mexican wolf in Arizona-New Mexico as a nonessential experimental population and to draft an Environmental Impact Statement on the proposed revision to the Mexican wolf nonessential experimental population rule. Ms. Griffin also stated that the second letter addresses the concern that the USFWS has held no procedural public meetings on these issues in the southwest since 2007 and the collected data has changed significantly since then; therefore, the information is not "fresh" as intended by the National Environmental Policy Act (NEPA) and is inconsistent with Service Policy on compliance with NEPA as described in the USFWS policy manual. It was respectfully requested in both letters that the Director consider the letters and give a timely, substantive response by September 9, 2013.

Ms. Griffin advised that it is in the best interest of the County for the Board of Supervisors to submit these two letters to ensure that the County has ample time to respond and be involved in these processes. She plans to file the letters within the allotted comment period in the event that the comment period is not extended as a result of sending the letters. The Board members thanked Ms. Griffin for the information. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved two letters addressed to the Director of the U.S. Fish and Wildlife Service (USFWS): (1) requesting immediate action to grant an extension to the various comment periods involved in the gray wolf delisting, the relisting of the Mexican wolf, the revision of the nonessential, experimental revised rules, and the proposed draft Environmental Impact Statement on the revision to the Mexican wolf

nonessential experimental population rule; and (2) expressing grave concerns with regard to the processes that have been followed by the USFWS related to the entire Mexican Wolf Initiative.

I. Information/Discussion/Action to adopt Policy No. BOS-COB-004-Call to the Public, which replaces Policy No. BOS-1-2009-Call to the Public to reflect a change in the format and number of the policy and a statutory reference.

Mr. McDaniel stated that this is truly a "housekeeping" item to change the format of a current policy that was adopted in 2009, "Call to the Public," to be consistent with the new Countywide policy format and numbering system, and to change the statutory reference in the policy from paragraph "G" to paragraph "H." Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Policy No. BOS-COB-004-Call to the Public, which replaces Policy No. BOS-1-2009-Call to the Public to reflect a change in the format and number of the policy and a statutory reference.

Item 4 – 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 a revision to Exhibit A of Resolution No. 13-08-03, which is a listing of tax levies and tax rates for all primary and secondary taxing districts in Gila County, Arizona. (The total tax rate for Young Elementary School District No. 5 was reduced from $6.3743 to $6.2008 per A.R.S. § 42-17151.)

B. Approval of Unilateral Amendment No. 1 to Contract No. DE126007-015 between the Arizona Department of Economic Security (DES) and the Gila County Division of Community Services, Gila Employment and Special Training, whereby Section 5-DES Special Terms and Conditions was replaced with Section 5-Background Checks for Employment through the Central Registry, effective on the date of last signature through June 30, 2016.

C. Approval of Unilateral Amendment No. 3 and Amendment No. 4 to Contract No. DE111093-001 between the Arizona Department of Economic Security (DES) and the Gila County Division of Community Services, Gila Employment and Special Training Program, whereby Amendment No. 3 replaces Section 20.0-DES Special Terms and Conditions with Section 20.0-Background Checks for Employment through the Central Registry, and Amendment No. 4 amends Section

39.0-Confidentiality. Both amendments become effective on the date of last signature through September 30, 2015.

D. Approval of Amendment No. 9 to Agreement No. 700518523 (Energy Wise Low Income Weatherization Program) between Arizona Public Service (APS) and the Gila County Division of Community Services, Community Action Program, whereby APS will provide funding in an amount not to exceed $141,429 for the repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2013, through December 31, 2013.

E. Adoption of an Amended Order to Call a Special Recall Election to be held on November 5, 2013, for the purpose of recalling Pleasant Valley Fire District Board Member David Braswell in order to change the location of the replacement site from the Young Public Library to the Pleasant Valley Community Center.

F. Acknowledgment of the resignation of Lee Wright from the Beaver Valley Fire District and the appointment of Sarah McAnerny to fulfill Mr. Wright's unexpired term of office ending on December 31, 2016.

G. Acknowledgment of the resignation of Joe Stapleton from the Tri-City Fire District and the appointment of John H. Chism to fulfill Mr. Stapleton's unexpired term of office ending on December 31, 2014.

H. Approval of the appointment of the following precinct committee persons as submitted by the Gila County Republican Committee: Payson #5-Thomas E. Christy, and Payson #5-Anita Louise Christy.

I. Approval of three Special Event Liquor License Applications submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on September 19, 2013, September 20, 2013, and September 21, 2013, at the Gila County Fairgrounds during the Gila County Fair.

J. Approval of a Special Event Liquor License Application submitted by Arizona State Parks Foundation to serve liquor during a fund-raiser event for Friends of Tonto Natural Bridge State Park, an affiliate of Arizona State Parks Foundation, on October 19, 2013, for the benefit of Arizona State Parks Foundation.

K. Acknowledgment of the July 2013 monthly activity report submitted by the Payson Regional Constable's Office.

L. Acknowledgement of the July 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.

M. Approval of the July 30, 2013, August 6, 2013, and August 19, 2013, Board of Supervisors' meeting minutes.

N. Acknowledgment of Human Resources reports for the weeks of August 6, 2013, August 13, 2013, August 20, 2013, and August 27, 2013.

AUGUST 6, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Stephanie Hawk – Community Services – WEX Participant – 07/19/13 – Workforce Investment Act Fund – DOH 03/18/13 – End of temporary employment

NEW HIRES TO COUNTY SERVICE:

2. Daniel Mikolay – Finance – Accountant Senior – 08/26/13 – General Fund – Replacing Amanda Roady
3. Khadija Taaka-Patch – Health and Emergency Services – Communicable Disease Specialist – 08/19/13 – Replacing Betty Vanta
4. Leitha Griffin – Recorder's Office – Recorder's Clerk Senior – 08/12/13 – General Fund – Replacing Charlotte Williams

END PROBATIONARY PERIOD:

5. Sabil Fitzhugh – Payson Regional Justice Court – Justice Court Clerk Associate – 08/11/13 – General Fund
6. Melissa Greenhagen – Payson Regional Justice Court – Justice Court Clerk Associate – 08/11/13 – General Fund
7. Patricia Keyworth – Probation – Administrative Clerk Senior – 08/06/13 – Court Appointed Special Advocate (.50)/Court Improvement Project (.50) Funds
8. David Luhm – Information Technology – IT Administrator and Support Senior – 07/29/13 – General Fund
9. Brian Martin – Probation – Juvenile Detention Officer – 08/13/13 – General Fund
10. Christopher Mathews – Public Works – Custodian (.85) – 08/14/13 – Facilities Management Fund

DEPARTMENTAL TRANSFERS:

11. Dave Rogers – From Elections – To Information Technology – From Elections Specialist – To Systems and Network Communications Analyst – 08/12/13 – General Fund – Replacing Kelly Riggs
12. Lisa Wilckens – Finance – From Payroll Specialist – To Management Analyst – 08/12/13 – General Fund

REQUEST TO POST:

13. Public Works – Solid Waste Operations Worker Senior – Position vacated by Kenneth Payne Jr.
14. Elections – Elections Specialist – Position vacated by Dave Rogers

AUGUST 13, 2013

DEPARTURES FROM COUNTY SERVICE:
1. Cynthia Claydon – Sheriff's Office – Detention Officer – 08/11/13 General Fund – DOH 11/22/10 – Resignation
2. Dennis Foil – Sheriff's Office – Detention Officer – 08/05/13 – General Fund – DOH 08/05/13 – Declined position
NEW HIRES TO COUNTY SERVICE:
3. John Park – Probation – Deputy Probation Officer 2 – 08/19/13 – State Aid Enhancement Fund – Replacing David Jones
4. Daniel Lowe – Probation – Deputy Probation Officer 1 – 08/19/13 – State Aid Enhancement Fund – Replacing Gretchen Spier
5. Rachel Saleh – Health and Emergency Services – Environmental Health Specialist Senior – 08/19/13 – Health Service Fund – Replacing Joe Kline
DEPARTMENTAL TRANSFERS:
6. Amber Warden – Sheriff's Office – From Accounting Clerk Specialist – To Executive Administrative Assistant – 08/12/13 – General Fund – Replacing Nancy Neumann
7. Gretchen Spier – Probation – Deputy Probation Officer 2 – 08/19/13 – From State Aid Enhancement Fund – To Adult Intensive Probation Supervision – Replacing Jaime Romero
8. Sylvia Martinez – Finance – From Accounting Clerk Senior – To Payroll Specialist – 08/26/13 – General Fund – Replacing Lisa Wilckens
9. Lisa Modglin – From Sheriff's Office – To Information Technology(.5)/Sheriff's Office(.5) – From IT Support Technician – To IT Administrator and Support Senior – 08/19/13 – General Fund – Replacing Tyler Solberg
10. Fred Lavin – Public Works – From Road Maintenance/Equipment Operator Senior – To Public Works Roads Lead – 08/19/13 – Public Works Fund – Replacing Richard Short
REQUEST TO POST:
11. Sheriff's Office – IT Administrative Support Senior – Position vacated by Lisa Modglin
12. Finance – Accounting Clerk Senior – Position vacated by Sylvia Martinez Sheriff's Office – Jail Intelligence/Professional Standard – Position vacated by John DeSanti
13. Sheriff's Office – Accounting Clerk Specialist – Position vacated by Amber Warden

AUGUST 20, 2013
DEPARTURES FROM COUNTY SERVICE:
1. David Palmer – Probation – Juvenile Detention Officer – 08/23/13 – General Fund – DOH 09/27/12 – Resignation
2. Justin Durbin – Assessor's Office – Property Appraiser – 08/16/13 – General Fund – DOH 03/11/13 – Unsuccessful completion of probationary period
3. Tannyn Garcia – Constituent Services II – Temporary Laborer – 08/12/13 – General Fund – DOH 07/01/13 – Resignation

NEW HIRES TO COUNTY SERVICE:
4. Zachary Navarro – Public Works – Solid Waste Operations Worker – 08/26/13 – Recycling and Landfill Management Fund – Replacing Randy Tober
END PROBATIONARY PERIOD:
5. Thomas Dando – Public Works – Solid Waste Operations Worker Senior – 08/28/13 – Recycling and Landfill Management Fund
6. James Gibson – Public Works – Solid Waste Operations Worker Senior – 08/28/13 – Recycling and Landfill Management Fund
7. Kevin Kittle – Probation – Surveillance Officer – 08/27/13 – General (.5)/Adult Probation Service Fees (.5) Funds
DEPARTMENTAL TRANSFERS:
8. Alfonso Alvarez – From Recorder's Office – To Elections Department – From Voter Outreach Assistant – To Elections Specialist – 08/26/13 – General Fund – Replacing Dave Rogers
REQUEST TO POST:
9. Public Works – Vehicle and Equipment Mechanic Senior – Position vacated by Kenneth Payne Sr.
10. Assessor's Office – Property Appraiser – Position vacated by Justin Durbin

AUGUST 27, 2013
DEPARTURES FROM COUNTY SERVICE:
1. Amber Campbell – School Superintendent's Office – Accounting Clerk – 08/30/13 – General Fund – DOH 10/01/12 – Resignation
2. Sophia Hill – Health and Emergency Services – Accounting Clerk – 08/22/13 – Various Funds – DOH 06/17/13 – Unsuccessful completion of probationary period
3. Frank Zupancic – Public Works – Vehicle and Equipment Mechanic – 09/13/13 – Public Works Fund – DOH 09/08/86 – Retirement
4. Bree'na York – Community Services – Fiscal Services Manager – 08/30/13 – Various Funds – DOH 07/01/97 – Resignation
5. Christopher Bender – Sheriff's Office – Deputy Sheriff – 08/25/13 – General Fund – DOH 11/27/06 – Resignation
6. George Carrillo – Sheriff's Office – Deputy Sheriff – 08/27/13 – General Fund – DOH 06/11/12 – Resignation
7. Christopher Thorne – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 06/10/13 – End of temporary employment
8. Curtis Johnson – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 04/15/13 – End of temporary employment
9. David Oropeza – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 04/15/13 – End of temporary employment
10. Ernest Salcido – Constituent Services II – Temporary Laborer – 08/19/13 – General Fund – DOH 04/15/13 – End of temporary employment
11. Nathaneal Cutter – Public Works – Automotive Mechanic – 08/22/13 – Fleet Management Fund – DOH 05/12/08 – Resignation
12. Daniel Mikolay – Finance – Accountant Senior – 08/26/13 – General Fund – DOH 8/26/13 – Declined position

TEMPORARY HIRES TO COUNTY SERVICES:
13. Bree'na York – Community Services – Temporary Fiscal Services Manager – 09/02/13 – Various Funds
14. Esmeralda Renteria – Community Services – WEX Participant – 09/09/13 – Workforce Investment Act Fund – Replacing Stephanie Hawk
OTHER ACTIONS:
15. Dana Lindsey – County Attorney's Office – Detective – 07/08/13 – General Fund – Temporary reduction in hours worked
REQUEST TO POST:
16. Public Works – Automotive Mechanic – Position vacated by Nathaneal Cutter
17. Sheriff's Office – 911 Dispatcher Supervisor – Position vacated by Candice Jorgenson
18. Sheriff's Office – Detention Officer Sgt. – Position vacated by Christine Duarte
19. Sheriff's Office – Professional Standards Investigator – Position vacated by John DeSanti
20. Community Services – Fiscal Service Manager – Position vacated by Bree'na York
21. Community Services – Administrative Clerk – Position vacated by Pamela Wagner
22. School Superintendent's Office – Accounting Clerk – Position vacated by Amber Campbell

O. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of August 5, 2013, to August 9, 2013; and August 12, 2013, to August 16, 2013.

P. Approval of finance reports/demands/transfers for the weeks of August 27, 2013, and September 3, 2013.

August 27, 2013

$309,009.82 was disbursed for County expenses by check numbers 256212 through 256356.

September 3, 2013

$1,330,014.56 was disbursed for County expenses by check numbers 256357 through 256491. **(An itemized list of disbursements is attached to the minutes.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 4-A through 4-P.

5. CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a 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.

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:04 a.m.

APPROVED:

_____
Michael A. Pastor, Chairman

ATTEST:

_____
Marian Sheppard, Clerk of the Board

BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA

Date: September 3, 2013

MICHAEL A. PASTOR
Chairman

TOMMIE C. MARTIN
Vice-Chairman

JOHN D. MARCANTI
Member

MARIAN E. SHEPPARD
Clerk of the Board

By: Marian Sheppard
Clerk of the Board

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV from Payson); John D. Marcanti, Supervisor; Deborah Hughes, Assessor; Larry Huffer, Chief Appraiser; Joseph Williams, Appraiser (via ITV from Payson); Marilyn Brewer, Executive Assistant to Supervisor Marcanti; and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER

The Gila County Board of Equalization met at 1:30 p.m. this date in the Board of Supervisors' hearing room.

Item 2 – REGULAR AGENDA ITEMS

A. Information/Discussion/Action regarding a Petition for Review of Proposed Correction that was submitted by Denise Moen for Assessor's tax parcel number 302-11-035C.

Larry Huffer, Chief Appraiser, provided the Board of Equalization (BOE) with some written materials, and he referred to the first two pages of the handout entitled "History of Parcel 302-11-035C (Subject Property)." He advised that in January 2012, Denise Moen requested that tax parcel numbers 302-11-035A and 302-11-035B be combined into one parcel, which was done and it is now known as tax parcel 302-11-035C. On September 30, 2012, a Notice of Change Card was mailed to Ms. Moen and shortly thereafter she filed a Petition for Review of Notice of Change to request that the 16% assessment ratio for vacant land and a storage building be changed to a 10% assessment ratio because there is a house on the property. At that time Mr. Huffer advised Ms. Moen that he was unaware there is a house upon the property. A hearing was held before the BOE, and the BOE granted the legal classification change to a 10% assessment ratio because of the house being located upon the property. Thereafter, a Notice of Proposed Correction was mailed to Ms. Moen advising

her that the value of the house was added to the full cash value of the property for tax year 2013 because it was not previously included on Gila County's tax roll for that tax year.

Mr. Huffer noted that the original Notice of Proposed Correction stated a full cash value of $125,162 and the Petition for Review of Proposed Correction submitted by Ms. Moen stated that the owner's opinion of the full cash value was $86,909 with a statement that the property is still under construction; it has been an ongoing project for several years; and there is more work to be done, especially with regard to road improvements.

Ms. Moen submitted a Residential Petition for Review of Valuation for tax year 2014, which stated that the owner's opinion of the full cash value was $80,000. Mr. Huffer advised that the Assessor's Office consequently lowered the full cash value to $86,909 based upon a field inspection of the property. Mr. Huffer stated, "I know the petitioner will accept that amount of $86,909."

Ms. Moen stated, "I am in complete agreement on the value of the property per Larry." She acknowledged that her house needs additional work. Her concern is the condition of the road to/from her property and she advised that is the reason she asked the Whispering Pines Fire Department to visit the property to determine whether the Fire Department would be able to respond to a fire on her property, if one occurred. Ms. Moen presented the Board with a letter from Fire Chief Ron Sattelmaier that was dated April 11, 2013. The letter states, "Based upon my inspection and observations I believe it to be tenuous at best for our firefighting apparatus to be able to safely negotiate the narrow and washed out portion of North Rocking Horse Road which passes in front of your property, or for that matter any property located beyond 175 North Rocking Horse Road going toward your property and beyond." The letter also states that there does not appear to be any adequate turnaround area for emergency vehicles anywhere in the vicinity. Ms. Moen also presented a letter written to Brent Cline of the Gila County Roads Department that was from Mark V. Yarish with a request for the County to make improvements to "Rockinghorse Bend Road." Attached to the letter was a formal statement that the property owners would give permission for the County to access their property for the purposes of a survey and construction of basic improvements to the road, and acknowledgement that it will be the property owner's responsibility to provide permitting and installation of any driveway culverts required as a result of any such improvements. The notification listed the names of the owners of 23 parcels of land within the area known as Bonita Creek Ranch 2.

Vice-Chairman Martin stated that Ms. Moen and the other property owners need to contact the County Roads Department to determine whether the County would be able to make any improvements to the road. She stated that the road issue is a separate issue from the property's valuation, which is the purpose of today's hearing.

Chairman Pastor stated that there is a County process to have a private road changed to a County road. Vice-Chairman Martin suggested to Ms. Moen that she get in contact with Steve Sanders of the County's Engineering Department. Mr. Huffer advised that the road is a public road. Vice-Chairman Martin added that even though a road may be designated as a public road, it cannot be accepted into the Gila County Maintained Roadway System unless certain County standards are met.

Supervisor Marcanti made a motion to uphold the Assessor's opinion of the full cash value on parcel numbers -035A and -035B. Deborah Hughes, Assessor, stated that the parcels have been combined into one parcel, parcel 302-11-035C. Supervisor Marcanti amended his motion to uphold the Assessor's opinion of the full cash value on parcel number 301-11-035C in the amount of $86,909 for tax year 2014. The Board unanimously approved the motion.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 1:52 p.m.

APPROVED:

_____
Michael A. Pastor, Chairman

ATTEST:

_____
Marian Sheppard, Clerk of the Board

ARF-2097 **Consent Agenda Item 4. N.**

Regular BOS Meeting

Meeting Date: 10/01/2013

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 9-6-13; and 9-13-13

Submitted For: Jeffrey Hessenius, 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 9-6-13; and 9-13-13.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of July 1, 2013, to July 5, 2013; July 8, 2013, to July 12, 2013; and July 15, 2013, to July 19, 2013.

Attachments

County Manager Approved Contracts Under $50,000 for Weeks Ending 9-6-13 and 9-13-13

Amendment No. 2 with Payson Place LLC

Service Agreement No. 082613-1 with Culligan

2013-2014 Contract with Advance Forensic Assessments

2013-2014 Contract with Amity Foundation

2013-2014 Contract with Norchem Drug Testing

2013-2014 Contract with Redwood Toxicology Labs

2013-2014 Contract with Horizon Human Services

Amendment No. 1 to Service Agreement No. 041213 with Stanley Security

Service Agreement No. 082013-1 with Hold Communications

Agreement No. 090313 with Payson Rodeo Committee

Radvision Maintenance Renewal with Windstream

Service Agreement No. 070513 with World Wide Technology Inc.

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

September 02, 2013 to September 06, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Payson Place, LLC	Amendment No. 2 to Lease Agreement	$9,851.52	9-1-13 to 8-31-14	9-4-13	Expires	Extension to lease agreement for County Attorney's office in Payson, AZ. Brad Beauchamp agreed to a $100.00/month rent increase. New price is reflected on Amendment No. 2.
082613-1 Culligan	Service Agreement No. 082613-1 Detention Center Repair of Water Softener	Not to exceed $3,000.00	8-26-13 to 11-26-13	9-4-13	Expires	Service call to repair water softener if cost effective. If not cost effective, Culligan is to quote price for replacement, only.
Advance Forensic Assessments	Gila County Superior Court Probation Department Limited Services Contract	$35,000.00	7-1-13 to 6-30-14	9-4-13	Option to renew for four (4) additional one (1) year periods	Advance Forensic Assessments, Inc. polygraph examinations on post-convicted sex offenders.
Amity Foundation	Gila County Superior Court Probation Department Limited Services Contract	$35,000.00	7-1-13 to 6-30-14	9-4-13	Option to renew for four (4) additional one (1) year periods	Amity Foundation provides substance abuse treatment to probationers.
Norchem Drug Testing	Gila County Superior Court Probation Department Limited Services Contract	$24,000.00	7-1-13 to 6-30-14	9-4-13	Option to renew for four (4) additional one (1) year periods	Norchem Drug Testing provides drug testing services for juvenile probation.
Redwood Toxicology Laboratory	Gila County Superior Court Probation Department Limited Services Contract	$35,000.00	7-1-13 to 6-30-14	9-4-13	Option to renew for four (4) additional one (1) year periods	Redwood Toxicology Labs provides professional drug testing.

September 02, 2013 to September 06, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Horizon Human Services	Gila County Superior Court Probation Department Limited Services Contract	$35,000.00	7-1-13 to 6-30-14	9-4-13	Option to renew for four (4) additional one (1) year periods	Horizon Human Services provides general mental health counseling, psychiatric evals, in-patient substance abuse treatment and substance abuse counseling for probationers.
041213 Stanley Security Solutions	Amendment No. 1 to Service Agreement No. 041213 Globe Courthouse Additional Door Security	$197.17	5-7-13 to 9-30-13	8-21-13	Expires	Amendment No. 1 has been written to: 1. Extend term of contract from 05-31-13 to 09-30-13 2. Include warranty language not included in original service agreement 3. Increase contract amount by $197.17 to cover cost on an ADA push plate that was overlooked when Public Works gave specs to Stanley Security for quote.
082013-1 Hold Communications	Service Agreement No. 082013-1 Buckhead Mesa Landfill Telephone Line Repair	$210.00	9-4-13 to 10-31-13	9-4-13	Expires	Century Link will not replace the phone line from Hwy. 260 to the Landfill because it was originally installed by the Road Department many years ago. Phone line 3365 continuously fails now so the Landfill does not have a landline.
090313 Payson Rodeo Committee	Agreement No. 090313 Between Gila County and Payson Rodeo Committee, Inc.	$10,000.00	N/A	9-6-13	Expires	Educational Development Grant to assist in the promotion costs incurred by the Payson Rodeo Committee for the "World's Oldest Continuing Rodeo".

September 09, 2013 to September 13, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Windstream	Radvision Maintenance Renewal	$13,750.00	10-22-13 to 10-21-14	9-11-13	Expires	Renewal of Radvision Maintenance Agreement for county video conference service and secure firewall traversal. Agreement covers hardware, software, support and replacement as well as any code upgrades. Agreement expires August 3, 2012. The renewal will extend the agreement to October 21, 2013.
070513 World Wide Technology, Inc.	Service Agreement No. 070513 Cisco SMARTnet Maintenance	$42,346.68	7-1-13 to 10-4-14	9-11-13	Expires	Contractor will provide maintenance agreement for the County's Cisco SMARTnet System. SMARTnet renewal gives us warranty support on all of our Cisco hardware for network infrastructure. Covers the main hardware in the County. The County is utilizing the pricing from the AZ. Dept. of Administration-State Procurement Office Co-op contract with World Wide Technology.

LEASE AGREEMENT
AMENDMENT NO. 2

Amendment No. 2 to the Lease Agreement made this 04TH day of SEPTEMBER, 2013, by and between Payson Place, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor" and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Landlord leased certain Premises to Lessee in Suite 3 on the attached site plan, in Payson Place located at 616 South Beeline Highway, City of Payson, County of Gila, State of Arizona, pursuant to that certain Lease agreement dated September 20, 2011, hereinafter referred to as the "Lease", in which the Premises are more particularly described; and,

WHEREAS, Lessor and Lessee are mutually desirous of amending the terms of the Lease as provided herein below.

NOW, THEREFORE, Lessor and Lessee hereby mutually agree as follows:

1. To renew the lease for a term of one (1) year, beginning on September 1, 2013, and expiring August 31, 2014. The monthly rent for this lease will be increased by One Hundred dollars ($100.00), for a new monthly total of Eight Hundred dollars ($800.00), plus 2.62% ($20.96) privilege tax. (Privilege tax is comprised of a 0.5% tax charged by the State of Arizona and 2.12% tax charged by the Town of Payson), for the term of September 1, 2013 to August 31, 2014.

2. Lessee will pay rent of $4,800.00 plus privilege tax of $125.76 for six (6) months rent. The Lessor, Payson Place, LLC, 4848 E. Cactus Road, Suite 505, Box 109, Scottsdale, AZ 85254; will send an invoice for each six (6) month period of the term of this lease, as applicable, within thirty (30) days of the due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

All other terms and conditions of the Lease Agreement, signed and dated September 20, 2011, unless specifically amended hereby, shall remain in full force and effect through the end of the extended lease term.

TENANT:
Gila County Arizona

9/4/13
Don E. McDaniel, Jr., County Manager

LANDLORD:
Payson Place, LLC

Brent Meszaros, Managing Member
480-329-1277

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 082613-1

Detention Center Repair of Water Softener

THIS AGREEMENT, made and entered into this 04TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Culligan**, 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 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 Probation** 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 shall provide an estimate to repair Culligan Water Softener as well as an estimate to replace.

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– WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to

the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – 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 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 Contract shall commence upon award and remain in effect from August 26, 2013 to November 26, 2013.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid **"not to exceed"the amount of $ 3,000.00** 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. **082613-1** has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager 9/9/13

Culligan

Signature

Attachment A

Culligan®

5410 South 28th Street, Phoenix, Arizona 85040 • Telephone (602) 264-3111

September 3, 2013

Gila County – Juvenile Detention
Attn: Betty
1400 E Ash Street
Globe, AZ 85501

SUBJECT: QUOTE FOR COMMERCIAL SERVICE CALL PER SCOPE OF WORK IDENTIFIED IN SERVICE AGREEMENT NO. 082613-1

Dear Betty:

Our commercial service call rate is as follows:

$375 trip charge to Globe
$198 service call – includes 1st hour of labor
$ 64 for every additional 30 minutes after the first hour, plus parts

We can schedule this service call for Thursday 8/29.

Thank you for your inquiry.

Rosalyna
Culligan of Phoenix

GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "CUSTOMER", and Advance Forensic Assessments, Inc., hereinafter called PROVIDER.

Whereas, the Party recognizes that the Contract provider(s) or organization contracted with Customer shall have clinicians qualified to provide services under this Contract who are certified by the American Polygraph Association to conduct polygraph testing on post-convicted sex offenders (PSCOT certified) and the Arizona Polygraph Association (AZPA), AND have at least one (1) year of work experience. The Provider shall furnish proof of licenses and certification listed.

SECTION 1: TERM OF CONTRACT:

1. This Limited Service Contract shall be limited to no more than $35,000 per year and is effective from July 1, 2013 and will remain in effect until June 30, 2014, unless terminated by the Customer. This Limited Service Contract is renewable each year for three (3) years, one year increments contingent upon performance, availability of funding and mutual agreement of both parties.

SECTION 2: DESCRIPTION OF SERVICES:

1. The Provider shall provide Polygraph Examination on post-convicted sex offenders.

SECTION 3: PRICING AND PAYMENT TERMS:

1. The Customer agrees to pay up to half the costs of all referred polygraph examinations and the defendant will be responsible for payment directly to the provider, up front, for the balance of the costs of the polygraph examination (payments by the defendant may be adjusted according to their ability to pay). The Provider agrees that the cost of all polygraph examinations conducted at the Probation Department will be $250 per examination. The Provider agrees the defendant is responsible for a $50 no-show fee if s/he fails to appear for his/her authorized appointment without twenty-four hour notice of cancellation. The Provider agrees to bill the defendant directly for the no-show fee. These prices cover all expenses and no additional expense will be charged to the Customer. All polygraph examinations will be conducted according to APA standards for Post-Conviction Sex Offender Testing (PCSOT).

SECTION 4: METHOD OF PAYMENT:

1. The Provider shall submit an invoice for services rendered described in this contract to the Treatment Coordinator by the fifth working day of the month, following the service month and attach the Polygraph Examination Report(s). The Customer will mail payment to the Provider by the end of each month based upon information on the invoice and receipt of appropriate monthly reporting.

SECTION 5: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice. This agreement may be terminated by the Customer upon ten (10) days of written notice with cause resulting from any of the following:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider, shall constitute a breach of the

Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the Contract prior to the effective day of the termination notice or of notice that the Customer regards the Contract as breached.

3. The lapse of requested insurance, licenses, certification,

4. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION 6: RECORD KEEPING:

1. The Provider agrees that the Customer or any of their duly authorized representative(s) have access to the Provider facilities and the right to examine any books, documents and records of the Provider involving transactions related to the Contract and that such books, documents, and records shall not be disposed of except as provided herein:

   A. The Provider shall retain all records relating to this Contract for five (5) years after final payment on the Contract or until after the resolution of any audit questions or Contract disputes, whichever is longer. Upon completion or termination of the Contract, the Provider shall provide the Customer with written notice specifying the location where the records will be stored, and the name and telephone number of the person responsible for maintaining them. The Provider is responsible for complying with these requirements even if it closes its business. The Provider shall maintain a policy which incorporates the requirements set forth here.

   B. The Provider is responsible for maintaining the security of all files and records relating to court referred clients. The Provider is also responsible for any confidentiality requirements which exist under law or at the direction of the court.

SECTION 7: INSURANCE:

1. Without limiting any of the Provider's liabilities or obligations, the Provider shall provide and maintain the minimum insurance coverage until obligations under this Contract are satisfied. At a minimum, the professional liability insurance shall be kept in force at least two years after final payment to the Provider. The Provider shall furnish proof of insurance.

SECTION 8: CONTRACTOR'S STATUS:

1. The status of Provider shall be that of an Independent Contractor, and the Provider shall not be considered employees of the State of Arizona or the Customer and shall not be entitled to receive any fringe benefits associated with regular employment and will not be subject to the provisions of the Gila County Merit System, the Gila County Probation Department Merit System, or the Merit System applicable to the State of Arizona.

SECTION 9: ARBITRATION:

1. This agreement is subject to arbitration to the extent required by A.R.S. §12-1518, A.R.S. §12-133 and Rule 13 Gila County Superior Court Local Rules, 17B A.R.S.

SECTION 10: APPLICABLE LAW:

1. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of the Contract, and any disputes thereunder. The Provider shall comply with applicable sections of all state and federal laws related to nondiscrimination, equal access to employment opportunities, undue influence, and conflicts of interest under A.R.S. §38-511.

2. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

   Contractor shall advise each subcontractor who performs any work for Contractor under this contract 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.

SECTION 11: MISCELLANEOUS

1. The Provider will forward operational policies and procedures on client polygraph examinations, polygraph documentation, confidentiality, and records storage and disposal.

2. An Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider will be executed by the Provider.

3. The Provider will receive a client referral packet, schedule an appointment with the client within two weeks of receipt of referral, and notify the assigned Officer when the defendant's appointment is scheduled.

4. The Provider will complete a Polygraph Examination Report per industry standard and send the report to the Customer by the fifth working day of the month, for services received the previous month.

SECTION 12: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which

this Contract requires and send them certified mail return receipt requested, to:

Gila County Probation Department
Program Manager
1100 East Monroe St. Suite 200
Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION 13: INDEMNIFICATION:

1. The parties to this Agreement agree that the Customer and its agencies shall be indemnified and held harmless by the Provider for the vicarious liability of the Customer as a result of entering into this Agreement. However, the parties further agree that the Customer and its agencies shall be responsible for its own negligence. Each party to this Agreement is responsible for its own negligence.

SECTION 14: ENTIRE AGREEMENT:

2. This document constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the date written below.

Bryan C Gallarneau 8/15/13

Ben Gallarneau Date
Advance Forensic Assessments

Don E. McDaniel, Jr. 9/9/13

Don E. McDaniel, Jr. Date
County Manager
Gila County, Arizona

for Bradley D. Beauchamp 8/9/13

Bradley D. Beauchamp Date
County Attorney
Gila County, Arizona
Approved as to form

GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County Superior Court, on behalf of its Adult Probation Department, hereinafter called "Customer," and **Epidaurus dba Amity Foundation**, hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as an "in-patient" substance abuse treatment to adult probationers. The in-patient treatment substance treatment facility will be licensed through the State of Arizona. STANDARDS/LICENSURE REQUIREMENTS: Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. § 32-3293, A.R.S. § 32-3301, A.R.S. § 32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. Licensure is not required for those persons with a Masters degree in Human Services who are employed by a licensed behavioral health agency. A written waiver for degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery.

SECTION I. TERM OF CONTRACT:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than $35,000 per year and is effective from July 1, 2013 and will terminate June 30, 2014.

2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.

SECTION II: DESCRIPTION OF SERVICES:

As a common goal, all services must focus on enhancing the probationer's ability to achieve and maintain complete abstinence from all mood and/or mind altering substances. In addition the service must focus on the probationer's successful completion of probation. All requested services must identify, explain, model and demonstrate methods, skills, tools that will empower the probationer to decrease self-defeating thoughts, behavior, and arrest the abuse, dependence or addiction to mood/mind altering substances. In addition, the service must focus on the probationer's progressive quality of life improvement as evidenced by increasing knowledge of the causes/effects of substance use, and an increasing working knowledge of how to remain abstinent from substance use, and increased efficacy recognizing and preventing ongoing relapse. The elimination of the recidivist behavior will be the primary goal.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.

2. **Warranty:** The Provider warrants that the services it provides under the Contract shall al all times meet the requirements of the Contract, including the service specifications and provider standards.

3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time alleged in the charge, litigation, complaint, or proceeding, the Provider or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.

2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VI: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-Providers are bound by the terms of this contract.

3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.

4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VII: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

Gila County Probation Department
Program Manager
1100 East Monroe St. Suite 200
Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:

   a. At rates that do not exceed those set forth in the Compensation Schedule; and

   b. Which are authorized in the referral, or administratively authorized by the Customer **minus** any co-pay, whether or not they have been collected.

   c. There will be no compensation paid for missed appointments for any contracted service.

   d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.

   e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. **Method of Payment.**

   a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.

   b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only.
   Any co-pays determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.

3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.

4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.

5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.

7. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the superior court.

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer's Contract Officer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.

2. **Amendments**. All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: PROVIDER'S AUTHORIZED REPRESENTATIVE:

The Provider's Authorized Representative shall be the sole person authorized to represent the Provider with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Provider if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Provider. The Provider shall notify the Customer in writing if it replaces the Provider's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Provider's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.

2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.

3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:

    a. Withholding of compensation due the Provider for services rendered;

    b. Suspension of the Contract in whole or in part;

    c. Recommending to the referring court for suspension of referrals or removal of the clients in service;

    d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;

    e. Requiring the posting of a bond; or

    f. Terminating the Contract.

4. **Failure to Use Qualified Personnel or Non-employees.** If the Provider provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.

2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's

request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.

3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.

4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each sub-Provider to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.

2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.

3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights**. Customer shall administer services includes contract administration and contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or federal government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:

    i. Visit or inspect the facilities of the Provider, or of non-employees;

    ii. Observe the services provided;

    iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and

    iv. Inspect and copy records relating to the Contract, including personnel files.

    The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring**. The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.

3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

1. **Changes in Legal Status.** The Provider shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the officer's sole discretion, may require the Provider to file a new or revised Prequalification Form where the Provider's legal status has, or may change.

2. **Bonds.** The Customer may, under appropriate circumstances, require the Provider to provide the Customer with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that officer.

3. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION:

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b. and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.

2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.

i.	COMMERCIAL GENERAL LIABILITY (Bodily injury, premises operation, property damage)	$1,000,000 each occurrence $2,000,000 aggregate
ii.	WORKER'S COMPENSATION AND EMPLOYER LIABILITY	$100,000 limit
iii.	COMPREHENSIVE AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract	$1,000,000 in the aggregate

iv.	PROFESSIONAL LIABILITY INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service)	with limits of $1,000,000 for each claim

3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:

   i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insured's;

   ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.

4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County and the State of Arizona without 60 days prior written notice to the Customer.

5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the Provider.

SECTION XX: ARBITRATION:

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

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

1. **Compliance.** The Provider, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.

3. **Release and Authorization**. Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client, the client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless

the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.

4. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.

5. **Research Data**. Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.

6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

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

SECTION XXV: LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration

Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor who performs any work for Contractor under this contract 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.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII: GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)

2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

4. **Independent Provider Status.** The Provider is an independent Provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.

5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.

6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.

7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

7.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,

2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.

3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.

4. The Provider will have the Customer sign an Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider. This will conform to the necessary HIPPA requirements.

5. The Provider shall receive a client referral packet on the Customer from the Court. The referral packet will consist of a referral requesting specific services signed by the Customer and the Court, a pre-sentence report, a drug screening ASUS, a court order, any previous therapeutic reports if available, and any other pertinent information.

6. If the client is uncooperative or inaccessible within five (5) work days of the referral receipt, the Provider will contact the assigned Probation Officer to formally relay this information.

7. The Provider will complete the DTEF Monthly Provider Report and send it to the Department, by the fifth working day of the month, for services received the previous month.

SECTION XXX: ENTIRE AGREEMENT:

This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:

8-23-13

Rod Mullen Date
Chief Executive Officer
Epidaurus dba Amity Foundation

9/4/13

Don E. McDaniel, Jr. Date
County Manager, Gila County

8-19-13

for Bradley D. Beauchamp Date
Gila County Attorney, approved as to form

ADDENDUM A

General Information:

Amity Foundation a non-profit organization formed in 1969, is dedicated to the creation and implementation of community services for individuals who are alienated from themselves and society; and who manifest dysfunctional behavior including, but not limited to alcoholism, drug abuse, delinquency, and criminality. Amity provides the resources, setting, professional experienced staff, and climate for personal and community growth and transformation.

Amity staff and services foster individual dignity, self-reliance, integrity, understanding, and hope. Amity services emphasize the crucial role of the community and family in shaping values, are sensitive to ethnic and cultural differences, and aid individuals in developing a viable, productive role for themselves in society.

Treatment Program:

Amity offers clinically managed, highly intense substance (alcohol and other drug) abuse treatment to men and women at Circle Tree Ranch, located east of Tucson, in the lush Tanque Verde Valley. Amity's treatment services are offered via a modified therapeutic community as described extensively in "Community as Method", edited by Dr. George DeLeon. The Circle Tree Ranch facility provides 24-hour care and treatment 365 days a year.

Amity's treatment program focuses on habilitation, rather than rehabilitation. To effectively offer these services, Amity's Circle Tree Ranch is operated as a modified teaching and therapeutic community. The intensive program and treatment services are highly structured, providing continuous boundary setting to participants lacking emotional maturity and/or impulse control. Participants in Amity's program have the following key needs:

- Strict well articulated rules for behavior and consequences for non-compliance.
- A powerful peer dynamic promoting behavioral change and emotional growth.
- Opportunities to play a variety of positive roles and to occupy positions with defined responsibilities within the treatment community.
- Positive and credible staff and peer role models who can demonstrate strategies to move from addiction to recovery.
- A stable, physically and emotionally "safe" environment in which to change.
- Intensive skill building regarding the formation and maintenance of positive, non-exploitative relationships.
- Improved literacy and academic educational opportunities.
- Counseling to acquire relapse prevention strategies.
- Medical assessment and services as needed.
- Supportive case management services.
- Supportive peer/self-help recovery networks to reinforce behaviors learned with-in the context of the treatment program and to help to prevent relapse.

Throughout the duration of Amity's Therapeutic Community (TC) program, participants identify, examine, and restructure self-defeating patterns of thinking and behavior. Identification of personal relapse cycles, and techniques for interrupting those cycles are studied and practiced. The completion of each treatment phase is documented in the individual treatment plan as the participant progresses through the program. Demonstrated responsible behavior is linked to positive movement through the stages of the program. Job assignments controlled by Amity are linked to the participant's overall effectiveness in being a positive role model within the TC.

Amity's treatment approach is designed so individual participants will:

- Remain alcohol and/or drug free by understanding and overcoming their denial of addiction and identifying and managing relapse triggers;
- Learn to take personal responsibility for their lives through increased interpersonal skills, improved educational/vocational function, invoking positive character change, and increased family functioning; and
- Be able to identify healthy, safe living situations upon completion of the program and be able to network with resources in the community to expand their recovery options.

The Therapeutic Community

The quintessential element of the TC approach may be termed "community as method" (Dr. George De Leon). What distinguishes the TC from other treatment approaches and other communities is the purposive use of the peer community to facilitate social and psychological change in individuals while under the guidance and supervision of experienced trained staff who are familiar with all aspects of the treatment process. In the TC, all activities are designed to produce therapeutic and educational change in the participants, and all participants are mediators of these therapeutic and educational changes. The basic components of the TC program model are:

Community Environment: The inner environment contains communal space to promote a sense of commonality and collective activities. The walls display signs that state in simple terms the philosophy of the program, the messages of right living and recovery. Daily schedules are posted. These visuals display an organized picture of the program that the individual can relate to and comprehend – factors that promote affiliation.

Community Activities: To be effectively utilized, treatment or educational services must be provided within a context of the peer community; guided by staff, many who have been through the treatment process themselves. Thus, with the exception of individual counseling, there is a collective format programmed into all activities. These include at least one daily meal preparation, served, and shared by all members, a daily schedule of groups, meetings, and seminars, team job functions, and organized recreational-leisure time, ceremony, and rituals (e.g., birthdays, holidays).

Peers as Community Members: Members who demonstrate the expected behaviors and reflect the values and teachings of the community are viewed as role models. The strength of the community as a context for social learning relates to the number and quantity of its peer role models. All members of the community are expected to be role models. TC's require these multiple role models to maintain the integrity of the community and assure the spread of social learning effects.

Staff as Community Members: The staff is a mix of recovered professionals and other traditional professions (e.g., nurses, social workers) who must be integrated through cross training that is grounded in the basic concepts of the TC perspective and community approach. Professional skills define the function of the staff. Regardless of the professional discipline or function, the generic role of all staff is that of community member who, rather than providers, are rational authorities, role models, facilitators, and guides in the community method.

A Structured Day: Regardless of its length, the day has a formal schedule of varied therapeutic and educational activities with prescribed formats, fixed times, and routine procedures. The structure of the program relates to the TC perspective, particularly the view of the clients and recovery. Ordered, routine activities counter the characteristically disordered lives of these clients, distract from negative thinking and boredom, factors that predispose drug use. In addition, structured activities of the community facilitate learning self-structure for the individual, in time management, planning, setting, and meeting goals, and general accountability.

Phase Format: The treatment protocol, or plan of therapeutic and educational activities, is organized into phases that reflect a developmental view of the change process. Emphasis is on incremental learning at each phase, which moves the individual to the next stage of recovery.

Work as Therapy and Education: Consistent with the TC's community as method philosophy, all clients are responsible for the daily management of the facility (e.g., cleaning, maintenance, cooking). In the TC the various work roles mediate essential educational and therapeutic effects. Job functions strengthen affiliation with the program through participation, provide opportunities for skills development, and foster self-examination and personal growth through performance challenge and program responsibility. The scope and depth of the client's work function depends upon the program setting and the client's resources. All work activities are supervised and evaluated by staff for efficacy, and reflected in the resident's treatment plan goals.

TC Concepts: There is an organized curriculum focused on teaching the TC perspective, particularly it's community recovery concepts and the view of right living. The concepts, messages, and lessons of the curriculum are repeated in the various groups, individual sessions, meetings, seminars, and peer conversations, as well as in the readings, signs, and personal writings.

Peer Encounter Groups: The peer encounter group is the main community or therapeutic group, although other forms of therapeutic, educational, and support groups are utilized daily. The minimal objective of the peer encounter is to heighten the awareness of specific attitudes or behavior patterns that should be modified. Amity staff runs the group with at least one counselor in attendance at all times.

Awareness Training: All therapeutic and educational interventions involving raising the client's awareness of the impact of their conduct and attitudes on themselves and the social environment; and the impact of the behaviors and attitudes of others on themselves and the social environment.

Emotional Growth Training: Achieving the goals of personal growth and socialization involves the staff and peers teaching and modeling to individuals how to identify feelings, express feelings appropriately, and manage feelings constructively through the interpersonal demands of communal life.

Planned Duration of Treatment: The optimal length of time for the full program involvement is consistent with the TC goals of recovery and its developmental view of the change process. How long individuals must be in the program depends on their stage of recovery, and must reflect the medical necessity and need for this level of care as outlined in the ASAM criteria. Discharge from treatment entails that in the clinical judgment, the individual is not in danger of relapsing in a less restrictive environment.

Continuance of Recovery: Completion of primary treatment is a stage of the recovery process. Thus, whether implemented within the boundaries of the main program or in a special halfway house, (such as the Peterson House) the perspective and approach guiding aftercare programming must be continuous with that of the primary treatment in the TC. Thus, internalization of the TC teachings and development of a peer network are essential to enhance the appropriate use of vocational, educational, mental health, social, and other typical aftercare reentry services.

COMPENSATION SCHEDULE

In-Patient Substance Abuse Treatment:	$ 95.00 /per day

GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and **TRM Technical Resource Management dba Norchem Drug Testing** hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as a **professional drug testing laboratory** that tests and other procedures for detection of chemical substances or alcohol **defined as:** Services shall be provided by a medical laboratory which meets state licensure requirements as specified in ARS, Title 36, Chapter 4. Medical laboratories must be registered in accordance with the federal Clinical Laboratory Improvement Amendments (CLIA) of 1988, P.L. 100-578 (42 United States Codes 263a) and Code of Federal Regulations 42 Part 493 and To monitor the substance or alcohol use adult offenders as may be ordered by the court or probation **defined as:**
1. Perform oral fluid testing and/or LC/MS/MS confirmations as authorized by the court or probation department in accordance with the schedule and types of testing placed under contract.
2. Analyze the urine or oral fluid sample using approved immunoassay techniques and report results in writing.
3. Perform confirmation upon request of the Customer.
4. Store all positive samples for a period of one year. Notify the authorizing probation department of the intent to destroy stored samples in time to allow the probation department to notify the contractor whether the sample needs to be retained for court purposes.
5. Comply with AOC Administrative Order 95-20 and all subsequent Administrative Orders governing Drug and Alcohol testing.

SECTION I: TERM OF CONTRACT:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule shall be effective July 1, 2013and will terminate June 30, 2014.

2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.

SECTION II: DESCRIPTION OF SERVICES:

The services provided to the customer will be in compliance to the Standard terms and Conditions of this contract and Services noted in the Addendum A and Compensation Schedule.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.

2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the service specifications and provider standards.

3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time s alleged in the charge, litigation, complaint, or proceeding, the Providers or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.

2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VI: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-Providers are bound by the terms of this contract.

3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.

4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VII: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

   Gila County Probation Department
   Program Manager
   1100 East Monroe St. Suite 200
   Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:

    a. At rates that do not exceed those set forth in the Compensation Schedule; and

    b. Which are authorized in the referral, or administratively authorized by the Customer **minus** any co-pay, whether or not they have been collected.

    c. There will be no compensation paid for missed appointments for any contracted service.

    d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.

    e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. **Method of Payment.**

    a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.

    b. **Form of Invoices.** The Provider will invoice Customer on numbered invoices.

3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.

4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.

5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the superior court.

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer's Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Contractor disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.

2. **Amendments**. All amendments to this Contract shall be in writing and signed by the Customer and the Contractor's Authorized Representative. The Superior Court, including probation officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Contractor to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Contractor for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Contractor provides, or the size of the Contractor make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

The Contractor's Authorized Representative shall be the sole person authorized to represent the Contractor with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Contractor if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Contractor. The Contractor shall notify the Customer in writing if it replaces the Contractor's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Contractor's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Contractor is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor.

2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Contractor's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the officer's sole discretion, may provide the Contractor with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Contractor by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Contractor, or otherwise recover, amounts to which the Contractor is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.

3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Contractor or any non-employee has failed to comply

with the Contract, the Customer may take any appropriate action including:

a. Withholding of compensation due the Contractor for services rendered;

b. Suspension of the Contract in whole or in part;

c. Recommending to the referring court for suspension of referrals or removal of the clients in service;

d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;

e. Requiring the posting of a bond; or

f. Terminating the Contract.

4. **Failure to Use Qualified Personnel or Non-employees.** If the Contractor provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Contractor shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

5. **Voluntary Termination.** The Contractor may request, in writing, a voluntary termination of the Contract. The Contractor shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Contractor requests, in writing, termination of the Contract, the Contractor shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Contractor is providing services. If the Contractor is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Contractor was providing services under this Contract and can do so before or upon completion, termination or suspension.

2. **Records.** Records relating to the Contract shall remain the property of the Contractor, subject to the Contract's retention, confidentiality, and access requirements. The Contractor shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.

3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Contractor for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Contractor operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Contractor for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.

4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Contractor requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Contractor and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after 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 the original of any or all such records.

2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Contractor shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.

3. **Adequacy of Records.** If the Contractor's records are insufficient to support and document that allowable services were provided to clients, the Contractor shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights.** Customer shall administer services includes contract administration and contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or federal government may, at any time during the hours of operation with or without notice to the Contractor or to non-employees:

    i. Visit or inspect the facilities of the Contractor, or of non-employees;

    ii. Observe the services provided;

    iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and

    iv. Inspect and copy records relating to the Contract, including personnel files.

    The failure of the Contractor, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring**. The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Contractor or any non-employee under this Contract.

3. **Program Evaluation.** The Customer may evaluate any services that the Contractor provides and may assess the Contractor's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Contractor upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

1. **Changes in Legal Status.** The Contractor shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the officer's sole discretion, may require the Contractor to file a new or revised Prequalification Form where the Contractor's legal status has, or may change.

2. **Bonds.** The Customer may, under appropriate circumstances, require the Contractor to provide the Customer with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that officer.

3. **Additional Fiscal Requirements.** If the Contractor provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Contractor shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget

circulars.

SECTION XVIII: INDEMNIFICATION:

The Contractor agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Contractor or its officers, agents, personnel, volunteers, interns or non-employees. The Contractor shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Contractor shall furnish the Customer a certificate from the Contractor's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.

2. **Coverage.** The Contractor shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Contractor. The Contractor shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.

i.	COMMERCIAL GENERAL LIABILITY (Bodily injury, premises operation, property damage)	$1,000,000 each occurrence $2,000,000 aggregate
ii.	WORKER'S COMPENSATION AND EMPLOYER LIABILITY	$100,000 limit
iii.	COMPREHENSIVE AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract	$1,000,000 in the aggregate
iv.	PROFESSIONAL LIABILITY INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service)	with limits of $1,000,000 for each claim

3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:

   i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insureds;

   ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.

4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County

and the State of Arizona without 60 days prior written notice to the Customer.

5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Contractor shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the contractor.

SECTION XX: ARBITRATION:

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

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

1. **Compliance.** The Contractor, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

2. **Prohibition.** The Contractor, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring superior court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.

3. **Release and Authorization**. Except for the persons identified in Subparagraph a., the Contractor shall refer persons requesting client information relating to this Contract to the Customer. The Contractor shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client and client's parent, guardian, or designated representative. The Contractor shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Contractor shall file the forms in the client's record.

4. **Procedures and Controls.** The Contractor shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Contractor's records or obtained from designated authorities or others is used or disclosed by the Contractor's agents, officers, or personnel; its volunteers or interns; or by non-employees.

5. **Research Data**. Notwithstanding any other provision of this Paragraph, the Contractor shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Contractor shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.

6. **Subpoenas.** If the Contractor receives a subpoena requesting records relating to this Contract, the Contractor, before complying with the subpoena, shall immediately notify the Customer, and supply that officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Contractor shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

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

SECTION XXV: LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

Contractor shall advise each subcontractor who performs any work for Contractor under this contract 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.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any

amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII: GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)

2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

3. **Insurance.** The Contractor shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

4. **Independent Contractor Status.** The Provider is an independent contractor in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.

5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.

6. **Certification against Contingent Fees.** The Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business.

7. **Third Party Antitrust Violations:** The Contractor assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,

2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.

3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.

SECTION XXX: ENTIRE AGREEMENT:

This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:

Amanda Gibbs 8/16/13
Amanda Gibbs Date
Chief Financial Officer / Exec. V.P.
Technical Resource Management, Inc.,

Don E. McDaniel, Jr. 9/4/13
Don E. McDaniel, Jr. Date
County Manager, Gila County

for Bradley D. Beauchamp 8-9-13
Bradley D. Beauchamp Date
Gila County Attorney, approved as to form

ADDENDUM A

Compendium of Services

Background Information

Norchem Drug Testing has enjoyed over 19 years of experience in providing forensic drug-testing services to judicial and social welfare agencies throughout the United States. Our current customers include:

- Probation and Parole Offices
- Child Protective Service Agencies
- Correctional Management Firms
- Drug Courts
- State Prisons
- Treatment Centers
- Community Corrections Agencies
- Work Release Programs
- Residential Facilities
- Day Reporting Organizations
- Employment

Norchem follows strict procedures for performing drugs of abuse analysis. Our initial screening as well as our confirmation methods conforms to the most up to date and universally accepted procedures. We follow stringent guidelines for maintaining quality control. In addition to strict internal quality control measures, Norchem also participates in rigorous external quality control programs with the College of American Pathology (CAP), and the American Association Of Bioanalysts (AAB). Norchem employs only qualified laboratory analysts for testing. Our Chairman, Thomas E. Vorpahl, M.D. is a medical doctor who is board certified in anatomical and clinical pathology. Our Laboratory and Scientific Director, Bert Toivola, holds a Ph.D. in physiology and biochemistry with 30 years experience with toxicology.

Providing legally defensible results is a critical aspect of our customer service, considering the life-affecting decisions being made by most of our clients. Our scientists and highly trained customer service personnel are available every business day to answer your questions concerning interpretation of results, interfering substances, specimen adulteration and other technical questions.

Norchem's customized drug-test options give us the flexibility to serve a wide range of clients from state prisons and social services agencies to nationwide businesses and individual families. Every client can design its own drug-testing program to suit its needs and resources. Clients can customize their own drug tests from single-drug screens to Broad Spectrum Drug Screens for more than 80 chemical compounds and anything in between. LC/MS/MS confirmations are performed automatically or upon request. Our clients choose which services they require and pay for only the services that are used.

The management and staff of Norchem are dedicated to providing our clients with unsurpassed customer service. We invite you to contact us with your questions or service needs and will be happy to assist you.

Company Structure

Norchem is a registered trade name solely owned and operated by Technical Resource Management, Inc., an Arizona corporation. Our laboratory is CLIA and CAP-FDT certified. In addition to our Arizona corporate headquarters, we have a sales office in Denver, Colorado and collection personnel in Tarrant County, (Ft. Worth) Texas. Norchem has been in business since 1989 and under the current ownership since May 1994. William P. Gibbs is President/CEO, a Director and principal shareholder. Thomas E. Vorpahl, MD is Secretary, Chairman of the Board of Directors and principal shareholder. Mr. Gibbs and Dr. Vorpahl have equal shares of stock, which represent approximately 80% of the shares. Our employees hold the remaining 20%. Our company profile is as follows:

- Full, legal name: Technical Resource Management, Inc. dba Norchem
- Federal Identification Number: 86-0814590
- State of Incorporation: Arizona
- Date of Incorporation: October 20, 1995
- Customer Base: Approximately 800 regular clients across the U.S., 85% of which are law enforcement agencies, treatment providers, social welfare agencies or third party administrators, and 15% of which are employers and health care agencies. Our customer agreements vary in size from 750 samples per day to 1 sample per quarter. Norchem also provides collection staff or contract collection sites to clients requiring this service. We have been working with many of our customers since May of 1994.

Facilities and Resources

The laboratory is a state of the art, secure 17,000 sq. ft. facility. The laboratory is accessible by electronic entry only. Within the laboratory is the specimen storage area. Frozen storage for positive specimens that require a twelve (12) month hold is a walk-in freezer twenty (20) feet by forty (40) feet. It contains shelving and has isles for easy access to specimens. The freezer is lighted and is secured with a lock. Frozen storage for positive specimens that require a six (6) month hold is a walk-in freezer twenty (20) feet by sixteen (16) feet. It contains shelving and has aisles for easy access to specimens. The freezer is lighted and secured with a lock. Dry storage for negative specimens is an approximately twenty (20) feet by two (2) feet and is also a locked facility. All specimens are contained within the laboratory area. The laboratory and specimen storage area is secured by electronic entry.

Instrumentation

5-Olympus AU2700 Automated Chemistry Analyzers, 1-Olympus AU600 Automated Chemistry Analyzer, 4 MA220 Aliquot Stations, 1 MA300 Aliquot Station, 2 Waters Xevo / TQD LC/MS/MS, 2 Waters TQD LC/MS/MS, 1 Waters Quatttro Micro and 1 HP 689 GC/FID. Norchem has redundant screening and confirmation instrumentation that will be utilized in the event of an instrument break down.

Testing Methodologies: Enzyme-Multiplied Immunoassay Technique (EMIT), Cloned Enzyme Donor Immunoassay (CEDIA), Colorimetric automated chemistry tests, Enzyme-Linked Immunosorbent Assay (ELISA), Liquid Chromatography/Mass Spectrometry/ Mass Spectrometry (LC/MS/MS), Gas Chromatography Flame Ionization Detection (GCFID).

Data Management System

Norchem utilizes its own proprietary Laboratory Information System (LIS) for direct instrument interface and standard data reporting functionality. The LIS is currently running on Norchem's cluster of Linux-based servers, onsite at our facility. Additionally, Norchem provides a number of customized services, both onsite and distributed, via our internal software customization team. The equipment used to power Norchem's LIS and information systems is all based around redundant, fault tolerant storage. We maintain 24x7 support contracts with our primary hardware and software vendors. Rotating, offsite backups are performed daily, ensuring the ability to continue business in the event of a system failure. Systems that are critical to client reporting, including Norchem's web and email servers, are co-located in outside facilities. Chain of custody documents are imaged into our system for quick retrieval, and to provide an additional level of document storage security.

Personnel

It is Norchem's policy to staff technical positions with personnel having education, training, and experience sufficient to competently accomplish their assigned duties. The ultimate responsibility for data and service quality resides with the Laboratory Director. The Scientific Director, Chemistry Supervisor, and Toxicology Supervisor are critical adjuncts to the Laboratory Director. The Laboratory Director oversees laboratory operations through close interaction with these individuals. The Scientific Director is the main focal point of information for the Norchem Quality Assurance Program and he is responsible for providing advice and assistance to technical support staff and management personnel.

Norchem has five certifying scientists available to provide testimony regarding the integrity of laboratory results generated by the laboratory.

Customer Service

Norchem provides a toll-free number for staff to be reached. People, not a machine, answer Norchem's phones. Staff will provide courteous and timely assistance with all matters including; Technical assistance, assistance with lost or missing reports, ordering supplies, account changes, and confirmation test requests. Currently, customer service is available 7:00-5:00 MST.

Supplies

Norchem will provide at no additional cost all supplies necessary to provide drug testing services. Supplies will include; heat-sealed collection cups with attached temperature strips, pre-printed chain of custody forms (bar-coded) with peel off (bar-coded) security seals, self-sealing specimen bags, and shipping material.

Supply Distribution

Facility/agency personnel may order all supplies by calling our toll-free number. As an option to ordering supplies, Norchem, also utilizes standing orders. Our logistics team will set your account locations up to receive a specified number of supplies automatically,

without the need to phone in an order. Supplies ordered by phone will be shipped in via FedEx ground to arrive at the appropriate facility (treatment facility, collection site, and/or probation department) in approximately 1-2 days.

Norchem's technical staff is readily available and may be reached via our toll-free number. The staff will assist with questions regarding result interpretation including new use of THC (Marijuana), interfering substances, specimen dilution and adulteration, testimony and court assistance. This service is available 8:00-5:00 MST.

Expert Testimony

Norchem has available 3 technical staff members to provide expert testimony in person, or through telephonic testimony, as well as to prepare affidavit packets. Our expert witnesses will defend the veracity of our procedures and the integrity of our results that are confirmed positive by LC/MS/MS. Norchem Drug Testing is CAP-FDT certified. This certification is specific to forensic (legally defensible) drug testing. Our procedures, (analytical and chain of custody) comply with CAP-FDT requirements as evidenced by our current certification. Due to the soundness of our testing and chain of custody procedures and the extensive affidavit packets we provide, Norchem's scientists are rarely required for in-person testimony (additional charge).

Analytical Methods

Norchem will perform an immunoassay on all specimens submitted. LC/MS/MS will be performed by request or automatically, depending on your agency's needs. Norchem will perform a urine creatinine assay and basic adulteration check on every specimen screened. These findings will be printed on the test report. In addition, for specimens that test positive for THC, Norchem will indicate the level of THC. Urine specimens that screen positive for alcohol will be tested for glucose. The presence of glucose could be due to the fact that the donor is a diabetic and its presence may cause a false positive for alcohol. This result will be included on the test report.

Below are the most common urine assays performed in our laboratory. In addition to standard tests, Norchem also performs a variety of specialty tests including: GHB, Oxycodone, Ketamine, Rophyinol, Fentanyl, Meperdine, LSD, & Inhalants.

Urine Cut-Offs

Drug	Screen Cut-Off	Confirmation Cut-Off
Alcohol	0.02%	0.02%
Amphetamine/ Methamphetamine	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Opiates	300 ng/mL	300 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL

Oral Fluid Cut-Offs

Drug	Screen Cut-Off
Alcohol	0.02%
Benzodiazepines	20 ng/mL
Cocaine	20 ng/mL
Methamphetamine	50 ng/mL
Opiates	40 ng/mL
Marijuana (THC)	4 ng/mL

Quality Control

Quality Control is a vital part of Norchem's testing procedures. To comply with the strict requirements of CAP-FDT FDT certification, 10% of tests performed in our laboratory are quality control samples. In addition to internal quality control, Norchem also participates in external quality control programs with the College of American Pathology (CAP), and the American Association Of Bioanalysts (AAB).

Specimen Storage

Norchem will store negative specimens for a period of 1 week to allow for test add-ons and re-tests. Positive screens will be stored frozen for a period of 6 months. Specimens that confirm positive will be stored for a period of 12 months. Extended storage may be requested in writing.

Documentation

Norchem currently stores all records (test data, GC readings, chain of custody documentation) for 7 years.

Specimen Transport and/or Courier Service

Norchem will provide express courier transport of specimens and shipment to laboratory. Specimens will be picked up by courier and transported to or laboratory via commercial airline or Federal Express.

Result Time

Results for negative specimens (routine tests) will be reported same day of receipt. Positive specimens may require an additional 24-48 hours.

Result Reports

Faxed results are provided via our automated fax server, which accepts results directly from our Laboratory Information System (LIS). Each site may schedule the time they wish to receive results daily, or request that results be sent immediately as they are verified and

released by Norchem. Scheduling allows each site to group results together, and arrange the time they should be received. (On the hour, starting at 3:00 PM, for example).

Online result lookup is provided by Norchem's secure internet site, dedicated to reporting results. Results may also be obtained via e-mail or direct computer interface. All results are reported via 128 bit SSL encryption, which is the same encryption used for banking and credit card information transfers over the internet. Additionally, the results reporting system is protected by a dedicated firewall, which only allows data, transfer via a secure channel. Norchem system site security is covered in more detail in electronic result security section. All results are password protected, and tied to the reporting groups assigned by Norchem.

Norchem meets or exceeds all CAP and HIPAA guidelines for client confidentiality and protection of sensitive data.

Chain of Custody and Tampering

Norchem follows CAP-FDT guidelines that ensure legally defensibility of chain of custody documentation. Legal defensibility is maintained through the use of external (prior to specimen's arrival in the laboratory), and internal (within the laboratory environment) chain of custody documentation.

Norchem's COC process is designed to properly document specimen collection, transfer, receipt, and subsequent handling within the analytical laboratory at Norchem. Documentation of the entire COC process is divided into two distinct domains:

external COC—the process involving specimen collection and transport
internal COC— the process involving specimen receipt, analysis, storage and disposal

External COC-The documentation associated with the external COC process starts with the information provided on the Test Request & Chain of Custody form. This form is filled-out at the time of specimen collection. For convenience, forensic COC and test request documents are integrated into the same form; and each form has a unique number assignment for proper cross-referencing with the sample.

Management Reports

Norchem's IT staff has worked with numerous customers to provide highly customized data entry, transfer and reporting options, tailored to meet specific reporting needs. Our standard reports cover most of the available data. However, our IT staff is always available to generate additional custom reports, or provide data in a customized fashion, such as incorporated into an Excel spreadsheet.

Flexibility of Services

All of our services are designed with flexibility in mind. Our clients are able to select from a variety of tests and methods for their panels. They can also specify in certain cases the cut-off limits for reporting positives. Every customer is assigned a unique client number within Norchem's laboratory information system. A customer may have only one unique client number or as many that are necessary to obtain the exact service they require for all departments. This account number instructs our automated laboratory information system as to the specific handling, testing, billing and reporting requirements associated with this client.

General Overview of the Proposal: This provider will ensure that the Gila County Probation department receives:

- Convenient and easy to use specimen collection devices.
- Customized Saliva Chain of Custody Requisition forms.
- Saliva collection training material.
- Pre-paid postage mailers for rural areas (USPS)
- Laboratory results will be faxed to the Payson and Globe offices.
- Activity reports are available upon request.
- Litigation Packets available upon request.

- Witness testimony available.

Laboratory Screening for Saliva Drug Testing will be completed by Enzyme-Linked ImmunoSorbent Assay. Testing is performed by certified and experienced Forensic Toxicologists, Forensic Scientists, Medical Technologists and Technicians.

Laboratory Confirmation will be provided on all positive saliva screening using LC/MS/MS. All confirmations will be performed by certified and experienced Forensic Toxicologists, Forensic Scientists, Medical Technologists, and Technicians.

The provider will standardize a 5 panel drug test for Gila County Probation with the option of specialized testing upon request.

The provider will ensure access to laboratory personnel 24/7 365 days a year.

Policy on Privacy
Technical Resource Management d/b/a
Norchem Drug Testing Accounts

POLICY:

1. All officers, employees, and agents of TRM shall preserve the integrity and the confidentiality of individually identifiable health information (IIHI) pertaining to each client. This IIHI is protected health information (PHI) and shall be safeguarded to the highest degree possible in compliance with the requirements of the security rules and standards established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. TRM shall publish and distribute a Notice of Privacy Practices that informs the client in plain language about the uses and disclosures of PHI the organization will make; client rights in regard to uses and disclosures; and, limitations on the organization in that it could not use or disclose information in a manner not covered in the Notice.

3. TRM and its officers, employees, and agents will not use or disclose an individual's protected health information for any purpose without the properly documented consent or authorization of the client or his/her authorized representative unless required to do so by federal and or state law or regulation; unless an emergency exists; or, unless the information has been sufficiently de-identified that the recipient would be unable to link the information to the client.

4. TRM shall take reasonable steps to limit the use and/or disclosure of, and requests for PHI to the minimum necessary to accomplish the intended purpose.

5. TRM shall implement reasonable administrative, technical, and physical safeguards to protect PHI form any intentional or unintentional use or disclosure that is a violation of HIPAA regulations.

6. TRM) shall establish and maintain procedures to receive and address client complaints of unauthorized uses or disclosures of their PHI.

7. TRM recognizes certain client's rights regarding their own protected health information.
   - The client and/or his authorized representative shall be granted access to their records subject to reasonable limitations related to the business processes of the organization unless, in the opinion of an appropriate medical professional, such access would be detrimental to the client.
   - The client shall also have the right to request amendment to the records to correct alleged inaccuracies. Such amendments shall be subject to law, professional ethics, and professional judgment and standards.
   - The client shall have the right to request restrictions on the uses and disclosures of PHI.
   - The client is entitled to an accounting of disclosures of PHI for uses other than treatment, payment and healthcare operations.

8. TRM shall establish contractual assurances from all business associates to which PHI is disclosed that the information will be used only for the purposes for which they were engaged, will safeguard the information from misuse, and will help the agency comply with its duties to provide clients with access to health information about them and a history of certain disclosures.

9. TRM shall provide adequate training and timely updates related to the policies and procedures for compliance with the

HIPAA privacy standards for all current employees, new hires, agents and business associates. Training content and participation will be documented and retained by the Privacy Officer.

10. All officers, employees and agents of TRM shall comply with the standards set forth in this policy. Violation of this policy and unauthorized uses and/or disclosures of protected health information are very serious offenses. Not only is violation of this policy grounds for disciplinary action, up to and including termination of employment, but violations related to unauthorized use and disclosure of protected health information may be subject to civil and criminal penalties including significant monetary costs and incarceration.

11. TRM shall make all reasonable efforts to lessen the harm caused by an improper use of disclosure of protected health information by its workforce or by any business associate.

12. TRM shall maintain policies and procedures to implement HIPAA standards and regulations. TRM shall also maintain documentation in written or electronic form of any communication required by the regulation and documentation of any action, activity or designation that may be required. Such documentation shall be maintained by the organization for a period of six (6) years from the date of its creation or the date when it last was in effect, whichever is later.

PROCEDURE:

1. **Definitions.**

1.1. Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA is comprehensive law enacted during the Clinton administration. The law has several subparts providing such benefits as guaranteed portability and renewal of insurance benefits between employers, tax provisions for medical savings accounts and administrative simplification to improve the efficiency and effectiveness of the health care system. During the latter part of the 1990's, the Secretary of the Department of Health and Human Services drafted regulations for standardizing the electronic interchange of administrative and financial data and protecting the security and privacy of personal health information. HIPAA requires health care providers, health plans and health care clearinghouses to transition to the use of standard code sets and "electronic data interchange (EDI) and to maintain reasonable and appropriate administrative, technical, and physical safeguards to insure the integrity and confidentiality of healthcare information; to protect against reasonably foreseeable threats and hazards to the security or integrity of the information; and, to protect against unauthorized uses or disclosure of the information. Compliance with first of the HIPAA rules is scheduled for early 2003. HIPAA also provides criminal penalties for failure to comply with the regulations.

1.2. Individually Identifiable Health Information (IIHI). A subset of health information, including demographic information collected from an individual and that is created or received by a health care provider and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and which identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

1.3. Protected Health Information (PHI). The final rule defines PHI as individually identifiable health information that is transmitted by electronic media; maintained in any electronic medium such as magnetic tape, disc, optical file; or transmitted or maintained in any other form or medium (i.e. paper, voice, Internet, fax etc.).

1.4. Treatment, Payment, Health Care Operations (TPO). With client consent, a healthcare provider, health plan or healthcare clearinghouse may use and disclose PHI (with certain limitations) within and outside the organization for client treatment, to facilitate the payment of the client's bills, and for business and clinical operations of the organization. The following definitions apply:

1.41 **Treatment:** provision, coordination or management of health care (care, services or supplies related to the health of an individual) and related services by or among providers, providers and third parties, and referrals from one provider to another provider.

1.42 **Payment:** activities undertaken by a health plan to obtain premiums or determine responsibility for coverage, or activities of a health care provider or health plan to obtain reimbursement for the provision of health care. Payment activities include billing, claims management, collection activities, eligibility determination and utilization review.

1.43 **Health Care Operations:** activities of a covered entity to the extent such activities are related to covered functions including quality assessment and improvement activities; credentialing health care professionals; insurance rating and other insurance activities related to the creation or renewal of a contract for insurance; conducting or arranging for medical review, legal services and auditing functions (including compliance programs); business planning such as conducting cost-management and planning analyses to managing and operating the entity including formulary development and administration, development or improvements for methods of payment or coverage policies; business management and general administrative activities; due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor is a covered entity or will become a covered entity; consistent with privacy requirements, creating de-identified health information, fundraising for the benefits of the covered entity, and marketing for which an individual authorization is not required.

1.5. De-identified PHI. A covered entity may use PHI to create de-identified information, whether or not the de-identified information is to be used by the entity. In order to be exempt from the privacy rule the information must not include any of the following identifiers for clients, relatives, household members, employers: names; geographic subdivisions smaller than a state (some specific exceptions); all elements of dates except the year, for all under 89, and all elements of dates for those over 89; telephone or fax numbers, e-mail or IP addresses and URLs; social security number; medical record number; health plan beneficiary (UCI) number; account numbers; certificate or license numbers; vehicle identifiers; device identifiers; biometric identifiers (finger, retinal, voice prints); full face photographic images and the like; any other unique characteristic or code. With statistical expertise and documentation it is determined that the risk is very small that information could be used alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual.

1.6 Minimum Necessary Standard. The organization shall make all reasonable efforts not to use or disclose more than the minimum amount of protected health information necessary to accomplish the intended purpose of the use or disclosure.

1.7 Business Associate. A business associate is a person or entity that provides certain functions, activities, or services for, or to a covered entity (healthcare provider, health plan, healthcare clearinghouse), involving the use and/or disclosure of PHI. A covered entity may be a business associate of another covered entity.

2. **Responsibility for Privacy of Protected Health Information.** Everyone in the organization as well as associated covered entities and business associates shares a responsibility to ensure the integrity and confidentiality of clients' protected health information and to protect against any unauthorized use or disclosure of such information.

2.1 Privacy Officer. The chief executive shall designate a privacy officer for the organization who will oversee all ongoing activities related to the development, implementation, maintenance and adherence to the organization's policies and procedures related to the security of PHI in all forms. A job description for the privacy officer has been included as Attachment A. The privacy officer will work closely with others in the organization assure compliance with all federal and state laws and regulations related to information security.

2.11 Director of Information Services. The IS Director shall ensure that reasonable technical and physical safeguards are in place to minimize the risk of unauthorized use or disclosure of PHI stored and/or transmitted electronically within the organization and to external associates. The Director will also be responsible for written contingency plans to cope with the results of reasonably anticipated threats, hazards or crises related to the loss of access to electronic media.

3. **Privacy Standards.**

3.1 Notice of Privacy Practices. Under HIPAA, each client has the right to receive notice of the organization's policies regarding its uses and disclosures of PHI, the individual's rights under the Privacy Standards, and the organization's legal obligations regarding PHI. The organization shall prepare and distribute a Notice of Privacy Practices, written in plain language, to each client. The organization shall also document that the client has received such notice.

3.2 Uses and Disclosures of Protected Health Information.

3.21 **Authorization.** The organization may not use or disclose protected health information without a valid authorization. The authorization is a document signed by the client that gives the organization permission to use specified health information for a specified purpose and time frame. The authorization is required for uses and

disclosures of PHI for other than treatment, payment and operations.

3.22 **Uses and Disclosures for Which Consent, Authorization or Opportunity to Object is Not Required.** The organization may use and disclose PHI without the consent or authorization of the client for the following:

a. As required by law
b. For public health activities
c. About victims of abuse, neglect or domestic violence
d. To health oversight agencies for health oversight activities
e. For judicial and administrative proceedings
f. For law enforcement purposes
g. Regarding decedents, to coroners, medical examiners and funeral Directors
h. For research if a waiver of authorization has been obtained by the IRB or a Privacy Board
i. To prevent serious and imminent harm to health or safety of a person or the public
j. For specialized government functions
k. Military and veterans activities
l. National security and intelligence
m. Protective services for the President and others
n. To the Department of the State to make medical suitability determinations
o. To correctional institutions and law enforcement officials regarding an inmate
p. Worker's compensation if necessary to comply with the laws relating to worker's compensation or other similar programs.

3.23 **Minimum Necessary.** The organization shall take steps to determine the extent to which various classifications of workers need access to client PHI and shall limit use and disclosure of PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request. The organization shall also maintain policies governing both routine and non-routine use of PHI.

3.24 **Business Associates.** A business associate is a person who, on behalf of the organization, performs a function or activity involving the use or disclosure of PHI including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management; or, provide legal, actuarial, accounting, consulting, data aggregation, management, administrative or financial serves to or for the organization where the service involves the disclosure of PHI. The organization may disclose PHI to a business associate and may allow a business associate to create or receive PHI on its behalf if the organization obtains satisfactory contractual assurance that the business associate will appropriately safeguard the information.

3.25 **State Preemption of HIPAA Rules.** Any provision of State law contrary to HIPAA is preempted unless the State laws provide more protection to health information or greater rights to the individual subject of the health information.

3.3 Client Rights Related to Protected Health Information.

3.31 **Access.** Clients shall have the right to access their own protected health information that is maintained in record sets of the organization and its business associates. The organization may deny access to records under certain specified circumstances and shall establish and maintain a process for appeal of the denial.

3.32 **Restrictions.** Clients shall have the right to request restrictions on how the organization will use or disclosure their own protected health information for treatment, payment or health care operations and how their information will be disclosed or not disclosed to family members or others involved in their care. The organization shall comply with the client's reasonable request to receive communications of PHI by alternative means or at alternative locations.

3.33 **Amendment.** Clients shall have the right to amend erroneous or incomplete PHI unless the information:

a. Was not created by the covered entity
b. Is not in a designated record set or is not otherwise available to inspection
c. Is accurate and complete
d. Would not be subject to the right of access.

The organization shall maintain a procedure for appeal if the client's request to amend is denied.

3.34 **Accounting.** Clients shall have the right to an accounting of disclosures of their own protected health information that is maintained in record sets of the organization and its business associates. Such accounting shall include a period of six years prior to the request, beginning on the first date on which the organization was required to be in compliance with the HIPAA Privacy Standards (April 14, 2003).

3.4 Workforce Training, Sanctions and Mitigation.

3.41 **Workforce Training.** All individuals of the organization's workforce and business associates shall receive training about the entities privacy policies and procedures as necessary and appropriate to carry out their job duties. Training shall also be provided when there is a material change in the organization's privacy practices.

3.42 **Sanctions.** The organization shall establish and apply appropriate sanctions against workers who fail to comply with privacy policies and procedures.

3.43 **Mitigation.** The organization shall do all that it can to mitigate any potential harmful results of an improper use or disclosure of PHI (in violation of the HIPAA Privacy Standards) by the organization, its workforce or its business associates.

3.5 Documentation. Documentation shall be required in support of policies and procedures and all other subparts of the privacy regulations that directly list documentation as a requirement. Documentation must be kept current to reflect changes in regulatory requirements and the organization's privacy processes.

3.51 **Retention of Documentation.** Documentation required under the privacy regulations shall be kept in written or electronic form for a period of six (6) years from the date of creation or from the date when it last was in effect, whichever is later.

Online Result Reporting

Online lookup is provided by Norchem's secure internet site, dedicated to reporting results and accepting orders for new testing. All results are reported via 128 bit SSL encryption, which is the same encryption used for banking and credit card information transfers over the internet. Additionally, the results reporting system is protected by a dedicated firewall, which only allows data, transfer via a secure channel.

All results are password protected, and tied to the reporting groups assigned by Gila County personnel.

Once logged in to our secure internet lookup, the customer can select from available results via a number of fields, including collection date, coc/document id, accession, and donor name or donor ID. If criteria are selected that return multiple results or donors, a list is presented, and the caseworker can select the appropriate donor or specimen by clicking the button on the left of the individual lines. A user is always within 3 steps or clicks of their desired result.

Computer Security, Data Storage and Integrity

The equipment used to power Norchem's LIS and information systems is all based around redundant, fault tolerant storage. We maintain 24x7 support contracts with our primary hardware and software vendors. Rotating, offsite backups are performed daily, ensuring the ability to continue business in the event of a system failure.

All chain of custody (COC) documents are imaged into our system for quick retrieval, and to provide an additional level of document storage security.

Customer and client data is protected from electronic intrusion via two distinct firewall levels, coupled with constant site monitoring. Additionally, physical access to the lab and test equipment is restricted by an electronic security system, with access granted only to appropriate individuals.

Norchem's web site for order entry and result reporting is only accessible via SSL secured, 128-bit encryption. The systems

used for this functionality are strictly monitored, and dedicated solely to this use. They, as with all critical systems at Norchem, are monitored and updated daily as new operating systems and software security patches are made available by our vendors.

Data transfers to and from clients are processed via a secure encryption method. Custom solutions are available on a client-by-client basis, including file level encryption such as GPG and secure transit mechanisms like ssh/scp and certificate authenticated encrypted tunneling.

Norchem meets or exceeds all CAP and HIPAA guidelines for client confidentiality and protection of sensitive data.

COMPENSATION SCHEDULE

Norchem is pleased to offer your agency the following drug testing services:

Urine Testing

5 Drug Urine Screen (Alcohol, Amphetamine/Methamphetamine, Cocaine, Opiates (300) and Cannabanoids - THC 50)	$ 6.95
5 Drug Urine Screen (EtG (Alcohol metabolite), Amphetamine/Methamphetamine, Cocaine, Opiates (300) and Cannabanoids - THC 50)	$ 7.20
SPICE / KS (Synthetic THC) (reported as detected / not detected)	$25.00
Bath Salts (Synthetic Stimulants) Confirmations	$25.00 screen $20.00 per substance
LC/MS/MS Confirmations on Positive Results (confirmations on request)	$15.00 per substance
THC Levels on all positive THC's	$ Included
THC Creatinine Ratios	$ Included
Diabetes Screen (to rule out false positive alcohol tests)	$ Included

Oral Fluid Testing

6 Drug Oral Fluid Screen (Alcohol, Benzodiazepines, Cocaine. Methamphetamine, Opiates and Cannabanoids - THC)	$11.60
LC/MS/MS Confirmations on Request (Typically there is only enough to confirm one substance)	$25.00 per substance
Oral Fluid Collection Device	$ Included

Other Services

Sentry Substance Abuse Management Tool	$1.00 per specimen (Includes local IVR call-in phone number)
FedExGround Shipping	

(USPS Mailers for Rural Areas)	$ Included
Annual Training Provided Upon Request	$ Included

Testimony Services - Norchem

Litigation Packages (Available on confirmed specimens. Allow 5-7 business days after completion of confirmation test)	$40.00
In-Person Testimony (Includes wait and testimony time)	$100.00 per hour ($500 day maximum)
Travel Expenses	At Cost
Telephonic Testimony	$50.00 per hour

Testimony Services – Other than Norchem (Oral Fluid Conformations)

Litigation Packages (Available on confirmed specimens. Allow 5-7 business days after completion of confirmation test)	$75.00
In-Person Testimony (Includes wait and testimony time. Allow minimum of one week notice.)	$150.00 per hour ($1000 day maximum)
Telephonic Testimony	$150.00 per hour
Travel Expenses	At Cost

GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and **Redwood Toxicology Laboratory** hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as a **professional drug testing laboratory** that tests and other procedures for detection of chemical substances or alcohol **defined as:** Services shall be provided by a medical laboratory which meets state licensure requirements as specified in ARS, Title 36, Chapter 4. Medical laboratories must be registered in accordance with the federal Clinical Laboratory Improvement Amendments (CLIA) of 1988, P.L. 100-578 (42 United States Codes 263a) and Code of Federal Regulations 42 Part 493 and to monitor the substance or alcohol use adult offenders as may be ordered by the court or probation **defined as:**
1. Perform oral fluid testing and/or GC/MS or LC/MS/MS confirmations as authorized by the court or probation department in accordance with the schedule and types of testing placed under contract.
2. Analyze the urine or oral fluid sample using approved immunoassay techniques and report results in writing.
3. Perform a second immunoassay screen on all samples that test positive in order to confirm the original test.
4. Store all positive samples for a period of one year. Notify the authorizing probation department of the intent to destroy stored samples in time to allow the probation department to notify the provider whether the sample needs to be retained for court purposes.
5. Comply with AOC Administrative Order 95-20 and all subsequent Administrative Orders governing Drug and Alcohol testing.

SECTION I: TERM OF CONTRACT

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than $35,000 per year and is effective July 1, 2013 and will terminate June 30, 2014.

2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.

3. Non-renewal. The provider shall provide written notice to the Customer no later than 60 days in advance of the expiration of the contract, of its intent not to renew a contract service or the contract. If the provider fails to comply with the provisions of this paragraph, the Customer may take whatever actions deemed appropriate under Section XII of this contract.

SECTION II: DESCRIPTION OF SERVICES

The services provided to the customer will be in compliance to the agreed upon Response to the Customer's Proposal received by the Customer on May 9, 2008 **and** any written amendments or provisions documented in Addendum A and the Compensation Schedule of this contract.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.

2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all time meet the requirements of the Contract, including the service specifications and provider standards.

3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time s alleged in the charge, litigation, complaint, or proceeding, the Providers or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.

2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VI: USE OF NON-EMPLOYEES

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-providers are bound by the terms of this contract.

3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.

4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Customer may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms

and Conditions.

SECTION VII: NOTICE REQUIREMENTS

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

   Gila County Probation Department
   Program Manager
   1100 Monroe St. Suite 200
   Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the Probation Officer in advance. A client may not be moved out of state without written permission from the Probation Officer or the court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:

   a. At rates that do not exceed those set forth in the Compensation Schedule; and

   b. Which are authorized in the referral, or administratively authorized by the Customer **minus** any co-pay, whether or not they have been collected.

   c. There will be no compensation paid for missed appointments for any contracted service.

   d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.

   e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. **Method of Payment.**

   a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval

and payment.

b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only. Any Co-pays determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.

3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.

4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.

5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.

7. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the superior court.

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS

1. **Change Orders.** The Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.
2. **Amendments**. All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions,

if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: PROVIDER'S AUTHORIZED REPRESENTATIVE

The Provider's Authorized Representative shall be the sole person authorized to represent the Provider with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Provider if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Provider. The Provider shall notify the Customer in writing if it replaces the Provider's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Provider's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.

2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this sub-paragraph. The Customer, in the officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.

3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:

    a. Withholding of compensation due the Provider for services rendered;

    b. Suspension of the Contract in whole or in part;

    c. Recommending to the referring court for suspension of referrals or removal of the clients in service;

    d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;

    e. Requiring the posting of a bond; or

    f. Terminating the Contract.

4. **Failure to Use Qualified Personnel or Non-employees.** If the Provider provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.

2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.

3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.

4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each sub-contractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.

2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.

3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION

1. **General Rights.** Customer shall administer services includes contract administration and contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or Federal Government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:

    i. Visit or inspect the facilities of the Provider, or of non-employees;

    ii. Observe the services provided;

    iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and

    iv. Inspect and copy records relating to the Contract, including personnel files.

    The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring**. The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.

3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS

1. **Changes in Legal Status.** The Provider shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the officer's sole discretion, may require the Provider to file a new or revised Prequalification Form where the Provider's legal status has, or may change.

2. **Bonds.** The Customer may, under appropriate circumstances, require the Provider to provide the Customer with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that officer.
3. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.

2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.

i.	COMMERCIAL GENERAL LIABILITY (Bodily injury, premises operation, property damage)	$1,000,000 each occurrence $2,000,000 aggregate
ii.	WORKER'S COMPENSATION AND EMPLOYER LIABILITY	$100,000 limit
iii.	COMPREHENSIVE AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract	$1,000,000 in the aggregate
iv.	PROFESSIONAL LIABILITY INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service)	with limits of $1,000,000 for each claim

3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:

   i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insureds;

   ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.

4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County and the State of Arizona without 60 days prior written notice to the Customer.

5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the Provider.

SECTION XX: ARBITRATION

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

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION

1. **Compliance.** The Provider, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this sub-paragraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.

3. **Release and Authorization**. Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client and client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.
4. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.

5. **Research Data**. Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.

6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST

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

SECTION XXV: LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

Contractor shall advise each subcontractor who performs any work for Contractor under this contract 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.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII: GENERAL PROVISIONS

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)

2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

4. **Independent Provider Status.** The Provider is an independent Provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.

5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.

6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.

7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,

2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.

3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.

SECTION XXX: ENTIRE AGREEMENT

This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:

8/27/13

Albert Berger Date
~~Bid Analyst~~ General Manager
Redwood Toxicology Laboratory

9/4/13

Don E. McDaniel, Jr. Date
County Manager
Gila County

8-9-13

Bradley D. Beauchamp Date
Gila County Attorney, approved as to form

ADDENDUM A

Redwood Toxicology Laboratory and Gila County Probation have agreed to the Provider's response to the Request for Proposal. This response indicated the following services to be provided and exclusions.

General Overview of the Proposal: This provider will ensure that the Gila County Probation department receives:

- Convenient and easy to use specimen collection devices.
- Customized Saliva Chain of Custody Requisition forms.
- Saliva collection training material.
- Pre-paid postage mailers for rural areas (USPS)
- Laboratory results will be faxed to the Payson and Globe offices.
- Internet secure web results available
- 24 to 72 hour result time for confirmed responses after receipt of the specimen in the laboratory.
- Affidavit Packets available upon request.
- Witness testimony available.

Specimens collected with the RTL-Oral collection devise are sent to Redwood Toxicology Laboratory for screening by Enzyme-Linked ImmunoSorbent Assay (ELISA). Positive screens will be screened by gas chromatography/mass spectrometry (GC/MS).

The analytical methods used by the Provider for the detection of drugs of abuse are scientifically accepted and approved by the U.S. Department of Health and Human Services.

Oral fluid screen cut-off levels are based upon preliminary guidelines established by the Substance Abuse Mental Health Services Administration (SAMHSA) Drug Advisory board for drug testing of alternative matrices.

The drug detection times in oral fluid closely parallel those in blood. In General, Amphetamines, Opiates, Cocaine/Benzoylecgonine, Methadone, and PCP can be detected for up to 48 hours following use. Parent THC can be detected in oral fluid for up to 24 hours.

COMPENSATION SCHEDULE

Saliva Collection Devices		**$5.00/per device 25 per box.**
Oral Fluid Screen:	**Standardized 6 panel drug screening** Methamphetamine (includes MDMA) Amphetamine (includes MDA) Cocaine/Benzoylecgonine Opiates PCP THC	
Alcohol Instant Saliva Test Strip	Alcohol tests	**$ .89/per device 25 per box**

Automatic Saliva GC/MS Confirmation for Methamphetamine, Amphetamine And Opiates: **$10.00/per analyte**

GC/MS Confirmation of THC, PCP and Cocaine is included in the $11.00 test.

Litigation Packets:	No Charge
Witness Testimony	
Telephonic testimony	No Charge
Personal appearance	$350.00 per hour travel time Plus travel expenses.

Personal Appearance Testimony will not be requested or paid for by the Gila County Probation Department.

GILA COUNTY SUPERIOR COURT
PROBATION DEPARTMENT

LIMITED SERVICES CONTRACT

This Contract entered into by and between Gila County, on behalf of its Adult Probation Department, hereinafter called "Customer," and **Horizon Human Services** hereinafter called "PROVIDER."

Whereas, the Party recognizes that the Provider or organization contracted with Customer shall have clinicians qualified to provide services under this Contract as a **Licensed Behavioral Health Agency defined as:** Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. Licensure is not required for those persons with a Masters degree in Human Services who are employed by a licensed behavioral health agency. A written waiver for degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. **Other Agency (non-licensed):** Services may be provided by a person with a Masters degree in Human Services and licensed to practice independently pursuant to A.R.S. §32-3275, A.R.S. §32-3292, A.R.S. §32-3293, A.R.S. §32-3301, A.R.S. §32-3311, or exempted from licensure pursuant to A.R.S. §32-3271. Licensed associate level counselors do not require a written wavier but may not practice independently and must receive one hour of supervision by a qualified professional for every twenty hours of direct service delivery. A written waiver for licensure and degree requirements may be requested for persons with a Bachelors degree and experience prior to service delivery. **Service definition(s) are defined as: General Mental Health Counseling:** This service provides appropriate interventions to address the clients' cognitive, social or behavioral issues, including a wide range of personal, interpersonal, situational and functional problems. Services may be provided to an individual, a group of persons, a family or multi-family group and be delivered in the office or in the client's home with the exception of group services. Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit. **Substance Abuse Counseling:** This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client's home. Group counseling may not be used to deliver a curriculum based program. All group counseling services must be process oriented and open entry and exit. **Peer Support:** This service helps prevent relapse and promote long-term recovery and helps minimize the negative effects of relapse through early intervention and timely referral back into treatment. This service focuses less on illness (pathology) and more on wellness. The aim is to maximize the opportunities created in a lifetime of recovery and wellness for clients' self, family, neighbors and community. **Psychiatric Evaluations** This service provides for diagnostic assessment and/or consultation to determine behavioral/mental health problems and may recommend intervention, treatment or review and adjustment of psychotropic medications. **Medication Monitoring/Medication:** May be provided by any of the following professionals: 1. A psychiatrist (M.D. or D.O.) meeting state licensure requirements in accordance with Arizona Revised Statues, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq. 2. A nurse practitioner meeting state licensure requirements in accordance with Arizona Revised Statues Title 32, Chapter 15, Article 2, et seq. 3. A physician's assistant meeting state licensure requirements in accordance with Arizona Revised Statues, Title 32, Chapter 25, Article 2, et seq., under the supervision of a physician who meets meeting state licensure requirements in accordance with Arizona Revised Statues, Title 32, Chapter 13, Article 2, et seq., or Title 32 Chapter 17, Article 2, et seq. Evaluation Services: One unit equals one hour; however, services must be billed in quarter hour increments. Medication Monitoring: Per visit. Service Goal: Determine the behavioral/mental health status of the individual and facilitate appropriate treatment/psychiatric interventions within the individual's cultural context. Medication services require prior authorization from the Customer per client, per prescription. **In-Patient Substance Abuse Treatment:** All services must focus on enhancing the probationer's ability to achieve and maintain complete abstinence from all mood and/or mind altering substances. The services must focus on the probationer's successful completion of probation. The service must also focus on the probationer's progressive quality of life.

SECTION I: TERM OF CONTRACT:

1. This Limited Service Contract includes the standard terms and conditions, Addendum A and the compensation schedule and shall be limited to no more than $35,000 per year and is effective from July 1, 2013 and will terminate June 30, 2014.

2. Contract Extension: The Contract shall not bind nor purport to bind the Customer for any contractual commitment in excess of the original contract period. At the sole option of the Customer and by unilateral written contract amendment, this Contract may be extended, in whole or in part, for four (4) twelve month periods or portions thereof if the contract is in the best interest of the Customer and if the monies for extension period available. This Contract is not subject to automatic renewal.

3. Non-renewal. The provider shall provide written notice to the Customer no later than 60 days in advance of the expiration of the contract, of its intent not to renew a contract service or the contract. If the provider fails to comply with the provisions of this paragraph, the Customer may take whatever actions deemed appropriate under Section XII of this contract.

SECTION II: DESCRIPTION OF SERVICES:

The services provided to the customer will be in compliance to the agreed upon Response to the Customer's Proposal received by the Customer on or about May 9, 2013 **and** any written amendments or provisions documented in Addendum A and the Compensation Schedule of this contract.

SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

1. **Generally:** The service provider shall provide services which comply at all times with the Contract and deliver them according to the Contract and deliver them according to the Contract within the bounds of applicable professional standards.

2. **Warranty:** The Provider warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the service specifications and provider standards.

3. **Right to Reject:** The Customer shall have the right to reject the Provider's use of any person, whether the person is provider personnel or a non-employee, to provide services under this contract where the Customer reasonably determines that the person's background or conduct is unsuitable to provide the assigned services.

SECTION IV: FACILITY CONDITION AND MAINTENANCE:

If the Provider provides services to clients at its facility, the Provider shall maintain the facility in good repair and keep in a clean condition to assure the safety and comfort of clients.

SECTION V: PRIVATE PRACTICE:

If the Provider provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Provider's performance of this Contract and which does not create a conflict of interest.

1. **Related Litigation:** In the event that the Provider, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Provider shall immediately notify the Customer's Program Manager in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time alleged in the charge, litigation, complaint, or proceeding,

the Provider or the Provider's personnel, volunteers, interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.

2. **Licenses.** The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

SECTION VI: USE OF NON-EMPLOYEES:

1. **Responsibility for Performance.** The Provider shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Provider shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.

2. **Contractual Requirements.** Any agreement between the Provider and a non-employee who provides or may provide services under this Contract shall be in writing. The agreement shall explicitly set forth, or incorporate by reference, these Standard Terms and Conditions, relevant Special Terms and Conditions and the applicable Service Specifications, which shall apply with equal force to the non-employee as if it were the Provider. The Provider shall review the agreement and have non-employee sign the agreement annually. The agreement shall prohibit the non-employee from subcontracting any part of the service. The authority to review subcontracts is for the sole purpose of permitting verification of persons who are involved in performance of this contract and who are treated by the Provider as sub-Providers are bound by the terms of this contract.

3. **Warranty.** The Provider warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.

4. **Noncompliance.** If the Provider fails to comply with the provisions of this Paragraph, the Provider may take whatever actions that the officer deems appropriate under Paragraph XXII of these Standard Terms and Conditions.

SECTION VII: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Provider shall provide in writing the notices to the Program Manager which this Contract requires and send them certified mail return receipt requested, to:

   Gila County Probation Department
   Program Manager
   1100 East Monroe St. Suite 200
   Globe, AZ 85501

2. **Notice to Probation Officer or Court.** At any time the Provider desires to send a client out of state as a part of the client's treatment program or for any other reason, the Provider shall send a written request to the probation officer in advance. A client may not be moved out of state without written permission from the probation officer or the court as appropriate.

3. **Notice of Intent to Add, Move, or Close a Facility or Program.** The Provider shall provide written notice to the Customer no later than 60 days in advance of its intent to add, move, or close a facility or program at which it has been providing services to clients under this Contract.

4. **Notice of Change in Key Personnel.** The Provider shall provide immediate written notice of any changes of key staff of a program/service under this Contract.

5. **Notice of Intent to Modify a Program.** The Provider may propose to modify the components of an

existing service/program under this Contract. The Provider shall provide a written request **prior** to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager taking actions that the officer deems appropriate under Paragraph 11 of these Standard Terms and Conditions.

SECTION VIII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Provider for the services specified in this Contract at the rate set forth in the contract and which are authorized by the Probation Officer and Supervisor. The Customer shall reimburse the Provider for allowances and expenses:

    a. At rates that do not exceed those set forth in the Compensation Schedule; and

    b. Which are authorized in the referral, or administratively authorized by the Customer **minus** any co-pay, whether or not they have been collected.

    c. There will be no compensation paid for missed appointments for any contracted service.

    d. Payments are also contingent upon receiving the progress report for the client with the invoice billing.

    e. When a client is funded by Drug Treatment and Education Fund (DTEF), DTEF progress reports must be submitted for payment of services.

2. **Method of Payment.**

    a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Provider shall submit all invoices under this Contract to the Customer for approval and payment.

    b. **Form of Invoices.** The Provider will invoice Customer on a numbered invoice documenting client in first name and last name initial only.
    Any co-pays determined by Customer will be noted and subtracted from the service cost whether the co-pay has been collected or not.

3. **Late Invoices:** Payment may be delayed for any invoice which the Provider submits later than ten (10) days following the end of the month in which services are rendered. Customer may return invoices received more than 30 days after the end of the month in which services are rendered with payment denied. The Provider may resubmit any denied invoice with a letter from the Provider's Authorized Representative explaining the reasons that the Provider failed to submit the invoice in a timely manner and identifying actions it has undertaken to correct the problem. Invoices which are repeatedly submitted more than 10 days after the end of the month are subject to a 25% reduction in payment from the Customer. The Provider's repeated failure to submit timely invoices may be grounds for terminating this Contract.

4. **End of the Fiscal Year.** Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.

5. **Non-Availability of Funds.** Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any

damages as a result of termination under this paragraph.

6. **Title XIX Screening and Enrollment.** If the Provider holds a contract with a RBHA or sub-contracts with a RBHA network provider, all clients served under this Contract must be screened for Title XIX eligibility. Once the client is found eligible for Title XIX services, the Provider shall guide and provide the client necessary information to enroll into the public behavioral health system (RBHA). All efforts the Provider has made on behalf of the client shall be documented in the client file. If it is determined that the client is actively enrolled in the public behavioral health system (RBHA), the Provider shall bill the RBHA for the services the RBHA has authorized to deliver.

7. **Third Party Liability.** The Provider is responsible for checking if a third party is liable for the cost of services before billing the Customer. These findings shall be documented in the client file. Upon determination that a client has third party coverage, as applicable, the Provider shall bill the third party. The third party may include, but is not limited to, the public behavioral health system (RBHA), private health insurance and/or other third party payer. Under this Contract, the third party may be responsible for covering some or all the behavioral health services authorized by the superior court.

SECTION IX: CHANGES AND CONTRACT AMENDMENTS; EXEMPTIONS:

1. **Change Orders.** The Customer may through a written change order make unilateral changes within the scope of the Service Specifications or other terms and conditions of the Contract. If the Provider disagrees with any change made under this Subparagraph, it may seek relief under the Section XX of this Contract.

2. **Amendments**. All amendments to this Contract shall be in writing and signed by the Customer and the Provider's Authorized Representative. The Superior Court, including Probation Officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Provider to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Provider for work under the Contract that is not authorized by the Customer.

3. **Exemption.** The Customer may exempt a requirement specified in these Standard Terms and Conditions, if either the type of programs and services that the Provider provides, or the size of the Provider make it reasonable to do so. Any exemption will be amended in the contract.

SECTION X: PROVIDER'S AUTHORIZED REPRESENTATIVE:

The Provider's Authorized Representative shall be the sole person authorized to represent the Provider with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract. He or she may designate an appropriate person to sign invoices for the Provider if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Provider. The Provider shall notify the Customer in writing if it replaces the Provider's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Provider's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

SECTION XI: RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Provider is providing under this Contract.

SECTION XII: REMEDIES AND TERMINATION RIGHTS:

1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Provider.

2. **Defective Performance.** The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Provider's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this Subparagraph. The Customer, in the officer's sole discretion, may provide the Provider with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Provider by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Provider, or otherwise recover, amounts to which the Provider is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.

3. **Additional Remedies.** Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Provider or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:

    a. Withholding of compensation due the Provider for services rendered;

    b. Suspension of the Contract in whole or in part;

    c. Recommending to the referring court for suspension of referrals or removal of the clients in service;

    d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;

    e. Requiring the posting of a bond; or

    f. Terminating the Contract.

4. **Failure to Use Qualified Personnel or Non-employees**. If the Provider provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Provider shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

5. **Voluntary Termination.** The Provider may request, in writing, a voluntary termination of the Contract. The Provider shall give a 60 day notice prior to the requested date of termination. The Customer shall have the sole discretion to determine if the voluntary termination is in the best interest of the Customer and shall provide written notice accepting termination. All provisions of paragraph 11 shall apply to voluntary terminations.

SECTION XIII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

1. **Transfer of Clients.** At the completion of the Contract, or if the Customer terminates or suspends this Contract, or if the Provider requests, in writing, termination of the Contract, the Provider shall cooperate with that officer in transferring or otherwise reassigning any client to whom the Provider is providing services. If the Provider is providing residential services, it shall continue to ensure the safety and welfare of the client for a reasonable period of time. The Customer shall promptly take all actions necessary to transfer or otherwise reassign any client to whom the Provider was providing services under this Contract and can do so before or upon completion, termination or suspension.

2. **Records.** Records relating to the Contract shall remain the property of the Provider, subject to the

Contract's retention, confidentiality, and access requirements. The Provider shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.

3. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Provider for all authorized services performed to the date of completion, termination or suspension. Additionally, if it is necessary to remove and transfer clients from a facility that the Provider operates and the Customer fails to do so by the completion, termination or suspension date, the Customer shall reimburse the Provider for all costs reasonably incurred and documented in maintaining clients at the facility, from the date of completion, termination or suspension until the clients are removed.

4. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Provider requests, in writing, termination of the Contract, Customer retains the right to inspect, monitor or audit the facilities and records of the Provider and non-employees, and to disallow compensation or recover compensation if warranted.

SECTION XIV: ASSIGNMENT:

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer.

SECTION XV: RETENTION OF RECORDS:

1. **Audit of Records:** Pursuant to A.R.S. §35-214, the Provider shall retain and shall contractually require each sub-provider to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Provider shall produce the original of any or all such records.

2. **Psychological Testing.** As part of the records retained under Subparagraph a., the Provider shall retain psychological testing raw data on all clients evaluated for transfer to the adult division of the Superior Court, and the data shall be readily retrievable by the psychologist at a Superior Court's request.

3. **Adequacy of Records.** If the Provider's records are insufficient to support and document that allowable services were provided to clients, the Provider shall reimburse the Customer for those services and other costs not adequately supported and documented.

SECTION XVI: CONTRACT ADMINISTRATION:

1. **General Rights**. Customer shall administer services includes contract administration and contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or federal government may, at any time during the hours of operation with or without notice to the Provider or to non-employees:

    i. Visit or inspect the facilities of the Provider, or of non-employees;

    ii. Observe the services provided;

    iii. Interview clients, personnel, volunteers, interns or non-employees in privacy; and

    iv. Inspect and copy records relating to the Contract, including personnel files.

The failure of the Provider, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

2. **Monitoring.** The Customer, using the activities authorized in this Paragraph, may monitor the services delivered and the facilities and records maintained by the Provider or any non-employee under this Contract.

3. **Program Evaluation.** The Customer may evaluate any services that the Provider provides and may assess the Provider's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Provider upon request.

SECTION XVII: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

1. **Changes in Legal Status.** The Provider shall give the Customer written notice in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in the officer's sole discretion, may require the Provider to file a new or revised Prequalification Form where the Provider's legal status has, or may change.

2. **Bonds.** The Customer may, under appropriate circumstances, require the Provider to provide the Customer with a performance, payment, fidelity or other appropriate bond issued by a surety acceptable to that officer.

3. **Additional Fiscal Requirements.** If the Provider provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Provider shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

SECTION XVIII: INDEMNIFICATION:

The Provider agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Provider or its officers, agents, personnel, volunteers, interns or non-employees. The Provider shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or non-employees.

SECTION XIX: INSURANCE:

1. **Insurance Required.** Before commencing services under the Contract, the Provider shall furnish the Customer a certificate from the Provider's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs b. and c. The Customer shall have the right to request and receive certified copies of any or all of the applicable policies or endorsements.

2. **Coverage.** The Provider shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Provider. The Provider shall require all non-employees to maintain the same coverage specified in this Subparagraph, or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.

i.	COMMERCIAL GENERAL LIABILITY (Bodily injury, premises operation, property damage)	$1,000,000 each occurrence $2,000,000 aggregate
ii.	WORKER'S COMPENSATION AND EMPLOYER LIABILITY	$100,000 limit
iii.	COMPREHENSIVE AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract	$1,000,000 in the aggregate
iv.	PROFESSIONAL LIABILITY INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service)	with limits of $1,000,000 for each claim

3. **Additional Insured.** The Certificate of Insurance shall specify, and all policies shall provide, that:

   i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insured's;

   ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non contributory insurance to that provided by the insured.

4. **Cancellation Notice.** The certificate of insurance shall indicate, and all policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County and the State of Arizona without 60 days prior written notice to the Customer.

5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Provider shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

6. **Payment.** If services are delivered when all insurance requirements are not in effect, set forth in Paragraph 18, Sections a, b, and c, the Customer may recoup or deny payment to the Provider.

SECTION XX: ARBITRATION:

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

SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

1. **Compliance.** The Provider, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality including, but not limited to the

Health Insurance Portability and Accountability Act (HIPAA) Pub. L. No. 1-4-191 (1996) and regulations promulgated there under.

2. **Prohibition.** The Provider, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it. Any disclosure of client information without a signed release of information by the client or the client's guardian, or designated representative to persons other than those specified in this Subparagraph in violation of this Contract or applicable law shall constitute grounds to terminate this Contract.

3. **Release and Authorization**. Except for the persons identified in Subparagraph a., the Provider shall refer persons requesting client information relating to this Contract to the Customer. The Provider shall maintain release and authorization forms to track the dissemination of information in each client's records except for the release and authorization of information to Customer, or the referring Superior Court. Release and authorization of information forms shall indicate the person or agency to receive the information, the specific information to be released, and the expiration date of the release, and shall be signed by the client or designated representative. Release and authorization forms shall meet all Federal and State requirements including, but not limited to, 45 CFR 164.508 and shall indicate the person or agency to receive the information, the specific information to be released, and the expiration of the release. The release and authorization shall be signed by the client, the client's parent, guardian, or designated representative. The Provider shall file, document and retain any signed authorization as required by 45 CFR 164.530(j). Unless the entity is otherwise exempt, disclosures must be accounted for under CFR 164.528. The Provider shall file the forms in the client's record.

4. **Procedures and Controls.** The Provider shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 14 of these Standard Terms and Conditions, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Provider's records or obtained from designated authorities or others is used or disclosed by the Provider's agents, officers, or personnel; its volunteers or interns; or by non-employees.

5. **Research Data**. Notwithstanding any other provision of this Paragraph, the Provider shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Provider shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.

6. **Subpoenas.** If the Provider receives a subpoena requesting records relating to this Contract, the Provider, before complying with the subpoena, shall immediately notify the Customer, and supply that officer with a copy of the subpoena.

SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:

The Provider shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

SECTION XXIII: NON-DISCRIMINATION IN EMPLOYMENT:

The Provider shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all

other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:

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

SECTION XXV: LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

Contractor shall advise each subcontractor who performs any work for Contractor under this contract 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.

SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:

To the extent that Attachment A, the Service Specifications, or any amendments or change orders to the Contract conflict with these Standard Terms and Conditions, the Attachment A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

SECTION XXVII: GENERAL PROVISIONS:

1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, *et seq.*)

2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

3. **Insurance.** The Provider shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.

4. **Independent Provider Status.** The Provider is an independent Provider in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.

5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.

6. **Certification against Contingent Fees.** The Provider certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Provider to secure business.

7. **Third Party Antitrust Violations:** The Provider assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Provider toward fulfillment of this Contract.

SECTION XXVIII: TERMINATION AND BREACH:

Either party to the resulting agreement may terminate the agreement with or without cause, by giving the other party a ten (10) day written notice.

1. The lapse of requested insurance, licenses, certification,

2. A material breach of law by the Provider, which in the Superior Court opinion, is materially detrimental to the Superior Court.

SECTION XXIX: DUTIES OF PROVIDER:

1. Failure of the Provider to perform any services required in the Contract for thirty (30) days after such service is due, unless justified by causes outside the control of the Provider shall constitute a breach of the Contract.

2. In the event of a termination or breach by Provider, the Provider shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.

3. The Provider will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records storage and disposal.

4. The Provider will have the Customer sign an Authorization for Release of Information which provides for communication between the Court, the Customer, and the Provider. This will conform to the necessary HIPPA requirements.

5. The Provider shall receive a client referral packet on the Customer from the Court. The referral packet will consist of a referral requesting specific services signed by the Customer and the Court, a pre-sentence report, a drug screening ASUS, a court order, any previous therapeutic reports if available, and any other pertinent information.

6. If the client is uncooperative or inaccessible within five (5) work days of the referral receipt, the Provider will contact the assigned Probation Officer to formally relay this information.

7. The Provider will complete the DTEF Monthly Provider Report and send it to the Department, by the fifth working day of the month, for services received the previous month.

SECTION XXX: ENTIRE AGREEMENT:

This document including the addendum A and Compensation Schedule constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT/AGREEMENT on the designated dates:

Norman E Mudd 8/28/13

Norman E. Mudd, MA, LMFT Date
Chief Executive Officer
Horizon Human Services

9/4/13

Don E. McDaniel, Jr. Date
County Manager, Gila County

8.9.13

Bradley D. Beauchamp Date
Gila County Attorney, approved as to form

ADDENDUM A

Gila County Probation Department refers probationers on a 90 day referral system. Unless otherwise documented; individual and family counseling services are limited to 10 hours and group counseling is limited to 16 hours. Services will be completed within the 90 day period. Domestic Violent Groups and DUI groups must be state licensed in order for the department to refer probation clients. Substance Abuse group referrals are program time allotted.

Horizon Human Services and Gila County Probation Department have agreed to the Provider's response to the Request for Proposal. This response indicated the following services to be provided and exclusions.

General Synopsis of RFP: Horizon Human Services is a not-for-profit agency providing services in Gila and Pinal Counties. Special outreach and program emphasis is provided for persons with psychiatric disabilities, substance abuse and general mental health issues, children, court ordered individuals and Title XIX families and individuals. Agency services are offered on a sliding fee scale making them affordable to low income families. Please refer to the proposal for more information.

General Mental Health: Provides a comprehensive service array to meet the needs of those individuals and families referred for counseling. Participants are seen in offices, home and locations throughout the community. Cooperative service arrangements are maintained with community programs to provide maximum service access for the participants. Individual therapy: Face to face interaction between the qualified therapist and participant that address therapeutic goals as outlined in the individual service/treatment plan. Services include but are not limited to, treatment for DSM IV Axis I and Axis II disorders, life skills training, stress management, anger management, relationship issues, chronic pain management, children and family issues, and grief and loss. Services include a intake and assessment, individual, crisis and family services.

Substance Abuse Counseling: This service provides appropriate treatment interventions to address the substance abuse, dependence or addiction. Services may be provided to an individual or a group of persons, and be delivered in the office or in the client=s home. Substance abuse services are ADHS certified for Title XIX clients. Group therapy includes Alcohol Abuse treatment, Substance Abuse treatment, Relapse prevention and DUI screening, Education and Treatment. Currently, the provider utilizes a blend of cognitive-behavioral techniques with the 12-Stepp Program of AA or NA. Emphasis is placed on relapse prevention planning using the models of Terrence Gorski and Alan Marlatt. Participants are encouraged to participate in 12 step meetings held on and off premises, throughout and after their treatment program. This provider is implementing the MATRIX Model for methamphetamine and substance treatment in both the outpatient and residential programs.

Peer Support: Peer Support Services are largely designed and delivered by individuals and/or families in recovery to meet the needs of others like they once were. Professionals are good allies and are helpful in developing strong mutual supportive linkages within formalized systems and professions in the community. While supportive in treatment, peer-to-peer recovery support services are not treatment in the commonly understood clinical sense of the term. Still, the extend and enhance the treatment continuum to help prevent relapse and promote long-term recovery, thereby reducing strain on the overburdened treatment system; and when consumers do relapse, peer-to-peer services can help minimize the negative effects through early intervention and timely referral back into treatment. Services may include assistance in housing, education and employment opportunities; building a constructive family and other personal relationships; stress management assistance; drug/alcohol free social and recreational activities; recovery coaching and mentoring to help manage the process of obtaining services from multiple systems, including primary and mental health care, child welfare, and criminal justice system; and respond to specific culture and gender needs. Peer support certification training is required of each peer support staff.

Psychiatric Evaluations/Medication Monitoring/Medication: Comprehensive psychiatric evaluations are conducted by the Psychiatrist and/or Nurse Practitioner. Evaluations are conducted by appointment and available during normal business hours during the week. The use of medication is in accordance with the standard and current medical practice. Use of psychotropic medication is to be determined by the Agency psychiatrists(s) in conjunction with the participant and/or legally responsible party (when applicable) using APA and other best practice standards. The psychiatrist(s) may order a medi-planner, prepared by nursing staff, when additional assistance is needed by participants in the self-administration of medication. Current Physician's Drug References is located in each medical office and are no more than two years old. Medication services require prior authorization from the Customer per client, per prescription.

In-Patient Substance Abuse Treatment: This service will be provided at the Provider's Level II Residential Substance Abuse facility located at 2271 S. Peart Road, Casa Grande, AZ 85222. This facility does not have detoxification capabilities. All persons seeking admission must be medically cleared and have a current history and physical completed by a medical doctor. Participants are

eligible for admission after completion of a 72-medical detoxification or abstinence from substances for at least 72 hours. Individuals who are taking psychotropic medication are not precluded from admission to the program. This program provides a therapeutic, substance free environment for men and women with substance abuse diagnoses, including dual diagnoses. The program assists participants in identifying addictive problems, learning adaptive coping and social skills, changing lifestyles, accessing community resources, establishing support networks, and accomplishing individual service/treatment plan goals. The program runs for a minimum of 30 days in an intensive residential care setting. This program is currently implementing the MATRIX model for methamphetamine and substance abuse treatment.

Special Terms and Conditions:

Case management services are offered by Horizon Human Services but is not included in this contract.

All probation referred clients will have an initial assessment.

Placement in the inpatient facility will be deemed appropriate by court and the provider intake team.

All participants will be evaluated for Title XIX eligibility prior to requesting funding from the Customer.

Funding resources and co-payment requirements will be determined by the Customer and noted in the referral.

ADDENDUM B

MEDICATION AUTHORIZATION

INSTRUCTIONS: Please print or type. Submit for authorization to the Program Manager, Gila County Probation Department. Fax: (928) 425-9638.

Client:		**Social Security (Last 4):**	xxx-xx-		
Telephone Number:		**Probation Officer:**			
Provider:					
Requesting Agency:		**Person Making Request:**		**Telephone #:**	
Service Requested: ***(Limited to psychotropic medication)***					
Cost of Service:					
What other resources or funding sources were explored and ruled out prior to making this request?					
Is this a medically necessary service?	**Yes**		**No**	**Please explain:**	

TO BE COMPLETED BY REFERRING AGENCY

SERVICE:	**Authorized**		**Denied**	**Amount Authorized:**	

AUTHORIZATION

Start Date:		**End Date:**	
Authorized by:		**Date Authorized:**	

COMPENSATION SCHEDULE

Office Based Counseling

Individual	$80.00 /per hour
Family	$80.00 per hour
Group rate	$26.00 /per hour
Home Based	$104.00/per hour
Peer Support Individual	$14.50/per 15 min
Peer Support Group	$4.00/per 15 min
Psychiatric Evaluation	$174.30/hour
Med Monitoring	$56.70/visit
Medication	Customer authorization required per client
Psychiatric Consultation	$45.00/15 min
Psychiatric Paper review	$35.00/10 min
In-Patient Treatment	$163.00/per day

Telemedicine Services

Telemedicine Psychiatric Diagnostic Examination	$322.00 (Approximately 1 hour)
Telemedicine Individual Psychotherapy	$129.00 (20 – 30 minutes)

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO 041213
GLOBE COURTHOUSE ADDITIONAL DOOR SECURITY
STANLEY SECURITY SOLUTIONS

On May 07, 2013, Gila County entered into Contract No. 041213, with Stanley Security Solutions, for Twenty-four Thousand Six Hundred Twenty-two dollars and 18 cents ($24,622.18) to provide additional door security at the Globe Courthouse.

The contract expired May 31, 2013. Due to an error when the project was quoted, the ADA push plate switch to the Board of Supervisors entrance at the Globe Courthouse was discussed, but did not make it into the original scope of work. In order to adhere to ADA standards, the ADA push plate needs to be installed.

Amendment No. 1 will extend the term of the original contract to a new date of September 30, 2013 to allow time to install the overlooked ADA push plate.

Amendment No. 1 will include the following warranty language missing from the original Service Agreement No. 041213, and incorporates it into the work performed under the original Agreement, as well as the additional work for the ADA push plate:

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

Additionally, Amendment No. 1 will increase the original contract amount of $24,622.18 by $197.17, to cover the cost for the ADA push plate, for a new total contract amount of $24,819.35.

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 04TH day of SEPTEMBER, 2013.

GILA COUNTY

Don E. McDaniel, Jr., County Manager 9/4/13

CONTRACTOR
STANLEY CONVERGENT SERCURITY

Authorized Signature

Print Name

GILA COUNTY
1400 E ASH ST
GLOBE, AZ 85501

Stanley CSS
4666 S Ash Ave
Tempe, AZ 85282

Proposal Generated: 7/26/2013

Qty	Description	Part Number	Unit Price	Total Price
1	Relays/Timers: Jamb Style Push Plate Switch	M6-59JH	$71.30	$71.30
	Equipment Total			**$71.30**

	Total Price
Labor Total	$116.70
Subcontractor	$0.00
Account Administration	$0.00
Labor & Additional Total	**$116.70**
Total Exceptions	**$9.17**
Actual Install Sale Price	**$197.17**

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 082013-1

BUCKHEAD MESA LANDFILL TELEPHONE LINE REPAIR

THIS AGREEMENT, made and entered into this 6TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Hold Communications**, of the City of **Payson**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 Office of Community Services Director 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" to Service Agreement No. 082013-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 082013-1, 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– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of one (1) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – 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 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 Contract shall commence on date of award and remain in effect through October 31, 2013.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$210.00** for completion of the projects as outlined in the Article 1-Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 082013-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/4/13

HOLD COMMUNICATIONS

Signature

DOUGLAS R. OWEN

Print Name

HOLD COMMUNICATIONS
1000 N. Beeline HWY., #219
Payson AZ. 85541
928-474-9583
dougholdcommunications@gmail.com

08-19-13

PROPOSAL: 130819001

TO: Gila County Public Works
Attn: Sharon Winters
1400 East Ash, Globe, AZ. 85501
Phn. 928-402-8531
Fax. 928-425-8520
swinters@co.gila.az.us

WE HEARBY PROPOSE TO FURNISH ALL THE MATERIALS AND ALL THE LABOR NECESSARY FOR THE REPAIR :

Of phone number 928-476-3365 @ the Buck-head Mesa Landfill outside of Payson AZ. 85541. The bid is for two hours to trace the trouble and repair it at a cost to you of $210.00. This is if I don't have to dig up the lines anywhere, the coast would go up if that were the case. But I anticipate it will not take me more the two hours if I don't run into unforeseen trouble.

Terms: Hold Communications to be given a P.O. Before the beginning of the work and paid $210.00 upon completion of the repair.

Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the bid. All agreements contingent upon strikes, accident or delays beyond our control. Owner to carry the necessary insurance upon work. Workman's Compensation and Liability Insurance on above work to be taken out by: HOLD COMMUNICATIONS.

Respectfully Submitted:

Douglas R. Owen
Member: Hold Communications

Acceptance of Proposal:

Accepted By: DON McDANIEL
Signature: [signature]
Date: 9/4/13
Title: COUNTY MANAGER

AGREEMENT NO. 090313
BETWEEN
GILA COUNTY
AND
PAYSON RODEO COMMITTEE, INC.

This is an agreement between Gila County, hereinafter referred to as the ***County*** and the Payson Rodeo Committee, Inc., hereinafter referred to as the ***Organization***:

1. **Purpose and Scope**

   The Payson Rodeo Committee, Inc. is a charitable, non-profit Organization for the benefit of residents of the Payson area and surrounding communities. They are a 501(c)(3) Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports activities in the Payson area and sponsors Scholarships for senior high school students, as well as provides contributions to the breast cancer support groups and veteran support groups in the area.

   The County will provide to the Organization an economic development grant of $10,000. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11_254 and A.R.S. § 11_254.04.

   The Organization fully understands that the contributions provided by the County shall be used for economic development in providing financial assistance for promoting "The World's Oldest Continuous" Rodeo. The Rodeo serves to increase the Town of Payson revenue by an estimated $1,000,000 each year. During the rodeo, Payson hotel occupancy rates are at 98% to full capacity. This means all of the travelers will be spending money on food and drink, as well as fuel.

   The rodeo turns around and pours all proceeds back into the community through scholarships and contributions.

2. **Term**

   This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to assist in the promotion of "The World's Oldest Continuous" Rodeo.

3. General Terms and Conditions

Legal Arizona Workers Act Compliance: The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the Organization'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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The Organization shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

Notices & Demands: All notices or demands upon the Parties shall be in writing and sent to:

Payson Rodeo Committee, Inc.
Bill Armstrong, Rodeo Boss
P.O. Box 937
Payson, Arizona 85547
Tax ID No.: 86-0665621

Gila County
Tommie C. Martin, Supervisor, District I
610 E. Highway 260
Payson, Arizona 85541

4. Indemnification

The Organization 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 the Organization 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 the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Organization from and against any and all claims. It is agreed that the Organization 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 Organization 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 Organization for the County.

5. Cancellation

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

6. Entire Agreement

Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/6/13

PAYSON RODEO COMMITTEE, INC.

for: Bill Armstrong, Rodeo Boss PRESIDENT

Date: 9/5/13

windstream

Price Quotation

Customer ***Gila County***
Address ***1400 East Ash Street***
Globe AZ, 85501
Contact ***Jeannie Sgroi***
Phone# ***925-402-8612***

website www.windstreambusiness.com
Contact Justin Cullen
Phone 916-673-5053
Address 90 Blue Ravine Road, Folsom CA 95630
Quote Date 09/04/13

Bill of Materials

Part #	Qty	Description				Unit Disc. Price	Extended Disc. Price
		Radvision Maintenance Renewal - 1 Year					
		56004-00032, Call Center 5x8, Software Update 7 upgrade, HW Repair and Remote Diagnostics					$ 1,425.00
		56005-00051, Call Center 5x8, Software update & upgrade, HW Repair and Remote Diagnostics					$ 7,875.00
		56004-00005, Direct Suppport to end user					$ 4,450.00
							$ -
							$ -
							$ -
		Total Renewal					$ 13,750.00
		Professional Implementation Services					
						$ -	$ -
						$ -	$ -
							$ -
		Services Total					$ -
		Solution Totals:	**Equipment**				$ 13,750.00
			Services				$ -
			Estimated Shipping				$ -
			Total Project				$ 13,750.00

**** Your Existing Service period will be extended through 10/21/2014**

**** Your service and support coverage renewal date will be from 10/22/2013 through 10/21/2014.**

**** Attachment "A" Agreed Upon Terms and Conditions Apply**

**** Scopia Elite 5110 Bundle, Serial Numbers 1028080188, 1028080159, 10280802331**

**** Pathfinder - Basic Package, Serial Number 1082080067**

Customer Authorization: _____

Date: 9/11/13

Partner Authorization: _____

Date: 9/4/13

Windstream
90 Blue Ravine Road
Folsom, CA 95630

866-233-6878 (Toll Free)
916-673-5193 (fax)

ATTACHMENT "A" TO MAINTENANCE RENEWAL AGREEMENT
10-22-13 THROUGH 10-21-14

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to 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. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

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

F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss

investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. 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.

J. Cancellation

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

K. 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.

L. Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

9/4/13

Windstream
Administration

Date

Gila County
Don E. McDaniel, Jr., County Manager

Date

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 070513

CISCO SMARTnet MAINTENANCE

THIS AGREEMENT, made and entered into this 11TH day of SEPTEMBER 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **World Wide Technology, Inc.**, of the City of Maryland Heights, State of Missouri, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the services described in the scope of work below in a professional and workmanlike manner and to the satisfaction of the County under the direction of the Gila County I.T. Director or designee. All work must be performed in material conformance with industry standards and best practices.

Scope of Work:

Refer to attached Attachment "A" to Service Agreement No. 070513, by mention made a binding part of this agreement as set forth herein.

Fee Schedule

Refer to attached Attachment "A" to Service Agreement No. 070513, 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 negligence or willful misconduct 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, or provide a blanket endorsement, 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. 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. Contractor shall provide thirty (30) days prior written notice if any policy is suspended, voided, cancelled or material reduced. 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@gilacountyaz.gov. 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– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will materially conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that goods or services furnished will conform in all material respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

The County understands that Contractor is not the manufacturer of the goods or services. To the extent transferable, Contractor will pass through to the County any warranty extended by the original manufacturer. The foregoing are the sole and exclusive warranties given by contractor with respect to the goods and services, and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.

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 July 01, 2013 and shall remain in effect through October 04, 2014 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 contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid **$42,346.68** 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.

ARTICLE 16 – LIMITATION OF LIABILITY: In no event shall Contractor's aggregate liability to the County, under this Agreement or Attachment "A", issued hereunder, exceed the total amount paid by the County to Contractor hereunder. In no event shall either party be liable to any person for indirect, incidental, special or consequential damages, including but not limited to lost data, lost business or lost profits, however arising, even if such party has been advised of the possibility of such damages.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 070513,** 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

9/11/13

Don E. McDaniel Jr., County Manager

WORLD WIDE TECHNOLOGY, INC.

Signature

Stephanie Stockwell

Print Name

APPROVED AS TO FORM

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

World Wide Technology, Inc.

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 070513

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AZ State -- State Contract#ADSP012-024658

Prepared By Grenda, Angela M.

World Wide Technology, Inc.
2231 E Camelback Rd, Suite 100
Phoenix, AZ 85016

Phone: (602) 472-7307
Fax: 6024727201
e-mail: Angela.Grenda@wwt.com

P.O.C.: Grenda, Angela

Account Manager: HEARD, COREY S
Acct. Mgr. Phone: 4807367337
Acct. Mgr. e-mail: Corey.Heard@wwt.com

Submitted Date: 12-JUL-13
Contact: Sgroi, Jeannie
Agency/Company: GILA COUNTY

Phone: 928=402-8612
Fax:
e-mail: dsgroi@gilacountyaz.gov

Bid #: Smartnet and UCSS Renewal
Quote #: 1753833.0

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)	SPA Number
1	SMARTNET RENEWAL ECDN, ESW, SAS, SNT, and SU1 contracts, multiple serial#'s (see attached), expires 10/01/14	CISCO SYSTEMS (CISCOPRO)	SMARTNET RENEWAL	1	$31,119.27	$31,119.27		
2	UCSS Renewal See Attached, maintenance through 10/01/14	CISCO SYSTEMS (CISCOPRO)	UCSS RENEWAL	1	$10,366.95	$10,366.95		
3	Tax 8.3%	WORLD WIDE TECHNOLOGY	TAX.	1	$860.46	$860.46		

Total:	$42,346.68
Shipping Fee:	$0.00
Tax:	
Grand Total:	$42,346.68

*** ATS - Available to Ship**

Price quotes are valid for 30 days are subject to change thereafter
Payment terms are Net 30 days.
By acceptance of this Quote, Buyer accepts liability for applicable taxes and agrees to pay Seller for such taxes charged.
All product returns must be requested within 30 days of invoice and require a Return Authorization Number.
Some restrictions may apply based on manufacturer return policies and may be denied or incur a restocking fee.
To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions,
go online to http://www.wwt.com/ciscotraining.html or call WWT today at 480-736-7305

World Wide Technology, Inc.