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 22, 2013 - 10:00 A.M.

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

2. **PUBLIC HEARINGS:**

   A. Information/Discussion/Action to consider approval or denial of Planning and Zoning Case No. CUP-13-03, an application submitted by Hardscrabble LLC (Applicant is J Pak) for a Conditional Use Permit on Gila County Assessor's tax parcel number 301-21-046 located at 6261 Hardscrabble Road in Pine, Arizona and; further, if the Board of Supervisors denies this application, to authorize staff to refund the application fee. **(Robert Gould)**

   B. Information/Discussion/Action to adopt Resolution No. 13-10-02, which approves Gila County Planning and Zoning Case No. CUP-13-02, an application submitted by Pine Creek Cabins (Applicant/Owner is Barry Hoff) for a Conditional Use Permit on Gila County Assessor's tax parcel 301-20-015J located at 3885 N. Highway 87 in Pine, Arizona to allow for the sale of alcoholic beverages as part of the restaurant. **(Robert Gould)**

3. **REGULAR AGENDA ITEMS:**

   A. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**
   Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the 2013-2014 fiscal year in the amount of $23,000 designated to Gila County for the period July 1, 2013, through June 30, 2014. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

   B. Information/Discussion/Action to submit comments regarding two proposed actions by the U.S. Fish and Wildlife Service regarding delisting the grey wolf and identifying the Mexican wolf as a protected subspecies and revising the Mexican wolf's 10(j) nonessential experimental population rule.
   (Jacque Griffin)

C. Information/Discussion/Action to approve on behalf of Gila County the "Memorandum of Understanding between the U.S. Fish and Wildlife Service, and the Arizona Counties of Apache, Cochise, Coconino, Gila, Mohave, and Santa Cruz and the New Mexico Counties of Catron, Cibola, Grant, Hidalgo, Lincoln, Los Alamos, Luna, McKinley, Mora, San Juan, San Miguel, Santa Fe, Sierra, and Valencia," to establish a cooperating agency relationship and a coordinating process in preparing an Environmental Impact Statement to revise the 1998 Mexican wolf nonessential experimental population rule (68FR 1752), and authorize the Chairman to sign the Memorandum of Understanding. **(Jacque Griffin)**

D. Information/Discussion/Action to approve or reject moving forward with the final phase of the Arizona Public Service Energy Services Company, Inc.'s (APSES) Energy Audit Report, which is the design and installation of energy conservation measures as described and recommended by APSES in the Energy Audit Report. If the motion is to reject, the County shall pay APSES $17,690 for the energy audit. **(Steve Stratton)**

E. Information/Discussion/Action to authorize the Clerk of the Board to remove Assessor's tax parcel number 207-08-202 from the December 3, 2013, Board of Supervisors' Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the parcel to Gila County for $1; and issue a quit claim deed for said sale. (**Marian Sheppard)**

F. Information/Discussion/Action to consider a request by an attorney, who is representing Globe Pacific Associates, for the Board of Supervisors to waive service of a summons and complaint filed in Arizona Tax Court (Globe Pacific Associates v. Gila County, TX2013-000423), and to instruct its attorney as to whether or how to defend against this action. The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action. **(Bryan Chambers)**

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 Amendment Nos. 5, 6, 7, and 8 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, of which the substantive changes include increasing the contract amount by $30,000 for payment purposes; extending the term of the contract from March 31, 2013, to March 31, 2014, for detention and medical services; and increasing the contract amount by .01 for a total contract amount of $113,400.01.

B. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS12-007886) between Gila County and the Arizona Department of Health Services in the amount of $175,140.66 to continue to provide public health emergency preparedness services for the period of July 1, 2013, to June 30, 2014.

C. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amount of $5,488 for the continuation of the Commodities Supplemental Food Program (CSFP) and Senior Farmer's Market Nutrition Program (SFMNP) for the period October 1, 2013, to September 30, 2014.

D. Approval of a Memorandum of Understanding (MOU) between the County of Gila and the Town of Hayden, which is written in compliance with the Intergovernmental Agreement (IGA) approved by the Board of Supervisors on July 16, 2013. The Town of Hayden has applied for Community Development Block Grant Funds (CDBG) to provide housing rehabilitation within the Town of Hayden, and it is requesting that the Gila County Community Services Division provide technical support.

E. Approval of Amendment No. 9 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security (DES)and the Gila County Division of Community Services, Community Action/Housing Services, changing the reimbursement ceiling for the service Case Management from $328,344 to $341,542 and the reimbursement ceiling for Community Services from $150,000 to $151,400. The Background Checks for Employment through the Central Registry section located in the DES Special Terms and Conditions is replaced in its entirety. Changes will be effective on the date of the last signature through June 30, 2014.

F. Approval of Amendment No. 11 to an Intergovernmental Agreement (Contract DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors decreasing the reimbursement ceiling from $8,577,410 to 8,427,410. The decrease of $150,000 is movement of Dislocated Worker funds to the Nineteen Tribal Nations Workforce Investment Area in order that they may continue to serve the dislocated workers previously reported under Gila County.

G. Approval to reappoint Clint Miller and Perry Schaal to serve a 4-year term of office on the Gila County Building Safety Advisory and Appeals Board, from January 1, 2014, to December 31, 2017.

H. Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 062512-1 between Gila County and WCD Enterprises, LLC. to extend the contract per Exhibit "C"-Term and Renewal, for the period of September 18, 2013, to September 17, 2014; and to provide for janitorial services for southern Gila County.

I. Acknowledgment of the August 2013 monthly activity report submitted by the Recorder's Office.

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

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

L. Acknowledgment of the September 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

M. Acknowledgment of the September 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

N. Approval of the September 17, 2013, September 24, 2013, September 27, 2013, October 1, 2013, and October 8, 2013, Board of Supervisors meeting minutes; and October 1, 2013, and October 8, 2013, Board of Equalization meeting minutes.

O. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of September 16, 2013, to September 20, 2013; September 23, 2013, to September 27, 2013; and September 30, 2013, to October 4, 2013.

P. Approval of finance reports/demands/transfers for the weeks of October 8, 2013, October 15, 2013, and October 22, 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-2080 **Public Hearing 2. A.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Beverly Valenzuela, Executive Administrative Assistant, Community Development Division

Department: Community Development Division

Division: Community Development Administration

Information

Request/Subject

Planning and Zoning Case No. CUP-13-03 for Hardscrabble LLC (Applicant: J Pak). At this time, due to the Planning and Zoning Commission and the Community Development Director recommending denial of this application, a resolution is not being presented to the Board of Supervisors at this time. If the Board of Supervisor approves this application, the resolution will be submitted at the next regular Board of Supervisors meeting.

Background Information

The subject property is located at 6261 Hardscrabble Mesa Road in Pine, AZ and is known as Gila County Assessor's tax parcel number 301-21-046.

On October 12, 2012, the Gila County Board of Supervisors approved two applications for this property. One application changed the Comprehensive Plan land use designation from "Residential" to "Neighborhood Commercial." The other application applied "Transitional Residential (TR)" zoning to the property. At the time, Mr. Verheyan stated that it was his intent to have a small business such as a real estate office or candle shop operate at this location.

The applicant now proposes to operate a restaurant with indoor and outdoor service, as well as entertainment with sales of beer and wine.

On September 19, 2013, the Gila County Planning and Zoning Commission held a public hearing on this application and expressed these concerns:

1. Due to the small size of the property the applicant cannot meet minimum parking requirements.
2. Over-large trucks blocking the 10' wide easement providing access to residential units in the rear of the property.
3. Whether there is adequate land area to do what the applicant wants to do.

Planning and Zoning Commissioner Mary Lou Myers moved that the application be approved with the following conditions:

1. Outside dining is permitted but not the playing of music.
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The primary use of this property will be a restaurant and not a place for bar patrons only.
4. Adequate security fencing shall be installed to keep any alcoholic beverages on the property.
5. The 10' wide access easement will not be blocked.

Motion failed with a vote of 3 aye and 4 nay.

Evaluation

The TR zoning district allows a limited degree of commercial development. The primary purpose is to ensure that any use is compatible with adjacent residential uses.

Our current zoning ordinance allows us to consider an activity that is not outright permitted through the conditional use permit process where conditions may be applied to ensure compatibility with surrounding land uses.

TR zoning limits commercial development to no greater than 2500 square feet and limits hours of operation from 6am to 11pm.

Any use established on this property through the conditional use permit process should be compatible with the residential zoned property to the south and west.

There are several issues that should be looked at for compatibility:

a. Noise: Playing music until 11 pm outside can be disturbing to residential properties.
b. Lighting: Lighting needs to occur in a manner that assures surrounding residential properties will not be adversely affected.
c. Sales of alcoholic beverages in residential areas need to have adequate controls so it does not become a nuisance to surrounding property owners.
d. Dust from unpaved parking facilities can be a nuisance to surrounding properties.

Conclusion

Residential development is very close to the side and rear property lines of this parcel. Because of this we should take appropriate action to include the following:

1. Limit the amount of dust that can be emitted into the air through customer traffic.
2. Limit the amount of noise from music that can cause disruption to residential uses.
3. Limit the spillage of light onto adjacent residential properties.
4. Sale of alcoholic beverages should be limited to patrons who come for meals and not allow the establishment of a bar for drinking customers only.

Adjoining residential development is rural as compared with urban residential development of small lots and close proximity to each other. Because of this it is important that the potential intrusions from this proposed land use activity be limited. These intrusions include the four issues identified above.

Recommendation

Staff believes that due to the fact that staff voiced support for this application in the beginning that it may be appropriate to refund the application fee to the applicant. The applicant may not have filed the application if staff had expressed concerns in the beginning of the application process.

Suggested Motion

Information/Discussion/Action to consider approval or denial of Planning and Zoning Case No. CUP-13-03, an application submitted by Hardscrabble LLC (Applicant is J Pak) for a Conditional Use Permit on Gila County Assessor's tax parcel number 301-21-046 located at 6261 Hardscrabble Road in Pine, Arizona and; further, if the Board of Supervisors denies this application, to authorize staff to refund the application fee. **(Robert Gould)**

Attachments

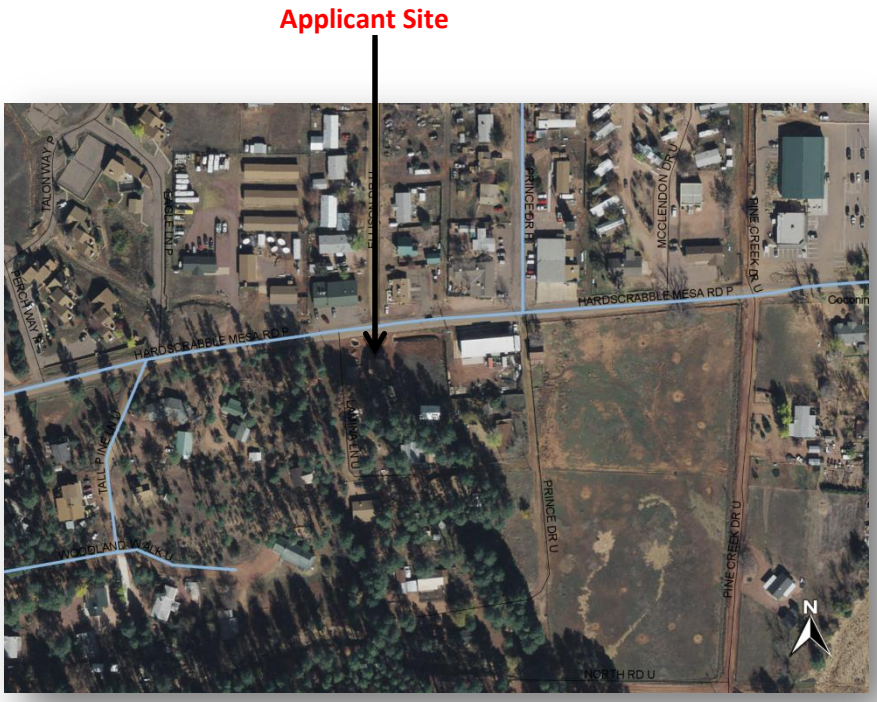
Staff Report

Legal Notice

Opposition Letter

Opposition Letter 2

Staff Report
To the
Board of Supervisors



Board of Supervisors Meeting
October 22, 2013

I APPLICATION

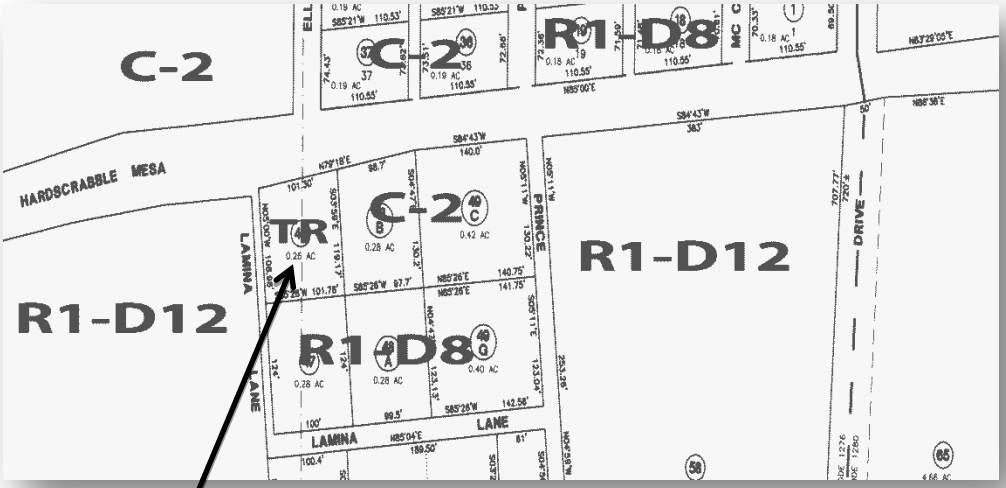
Applicant Name	J Pak
Applicant Address	PO Box 2033, Pine, Arizona
Site Address	6261 Hardscrabble Road, Pine, AZ
APN Number	301-21-046
Current Zoning	TR – Transitional Residential **Intent and Purpose:** a. To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial. b. To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses. c. To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.
Current Comprehensive Plan Designation	**Neighborhood Commercial**: The Neighborhood Commercial category denotes the areas of the county where limited shopping and basic commercial services for the immediate area are preferred. Neighborhood Commercial areas shall not be greater than five (5) acres in size and shall be designed to be compatible with the character of the surrounding community. Neighborhood Commercial facilities are typically, but not always, located at intersections of streets that include traffic which is primarily generated from the immediate area.
Application Number	**CUP-13-03**

II Purpose & Description

On October 12, 2012 the Board of Supervisors approved two applications for this property. One application changed the Comprehensive Plan land use designation from Residential to Neighborhood Commercial. The other application applied Transitional Residential (TR) zoning to the property. Mr. Verhayan stated that it was his intent to have a small business such as a real estate office or candle shop operate at this location.

The applicant now proposes to operate a restaurant with indoor and outdoor service, as well as entertainment with sales of Beer and Wine.

III Zoning Regulations



Applicant Parcel

Zoning for the surrounding properties are either Commercial or Residential. The above map depicts the current zoning situation for the area.

The transitional residential zoning district allows a limited degree of commercial development. The primary purpose is to ensure that any use is compatible with adjacent residential uses.

Our current zoning ordinance allows us to consider an activity that is not outright permitted through the conditional use permit process where conditions may be applied to ensure compatibility with surrounding land uses.

TR zoning limits commercial development to no greater than 2500 square feet and limits hours of operation from 6AM to 11PM.

Any use established on this property through the conditional use permit process should be compatible with the residential zoned property to the south and west.

IV Primary issue or issues to consider

There are several issues that should be looked at for compatibility:

a. Noise: Playing music till 11 PM outside can be disturbing to residential properties
b. Lighting: Lighting needs to occur in a manner that assures surrounding residential properties will not be adversely affected.
c. Sale of alcoholic beverages in residential areas needs to have adequate controls so it does not become a nuisance to surrounding property owners.

d. Dust from unpaved parking facilities can be a nuisance to surrounding properties.

V Background

As stated earlier the current zoning on this property was established approximately one year ago. At that time the applicant wanted C-2 commercial, but after meetings with staff they decided to apply for TR zoning because staff wouldn't support the request for commercial zoning.

At that time staff felt that zoning this property C-2 would allow land use activities that could be detrimental to surrounding residential properties. These uses could be established with no legislative review and limited right of staff to deny. C-2 zoning would allow the establishment of restaurants with live music and no limitations on hours or whether they operated inside or outside. There would also be no limits to the size of the establishment.

VI Analysis

Residential development is very close to the side and rear property lines of this parcel. Because of this we should take appropriate action to include the following:

1. Limit the amount of dust that can be emitted into the air through customer traffic.
2. Limit the amount of noise from music that can cause disruption to residential uses
3. Limit the spillage of light onto adjacent residential properties
4. Sales of alcoholic beverages should be limited to patrons who come for meals and not allow the establishment of a bar for drinking customers only.

Existing adjoining residential development

VII Summary

Adjoining residential development is rural as compared with urban residential development of small lots and close proximity to each other. Because of this it is important that the potential intrusions from this proposed land use activity be limited. These intrusions include the four issues identified above.

VIII Recommendation

Staff would recommend that the Planning and Zoning Commission recommend approval of this application to the Board of Supervisors with the following conditions:

1. Outside dining is permitted but not the playing of music.
2. The parking facilities will be paved to decrease road dust.
3. All outdoor lighting shall be shielded from adjoining residential uses.
4. The primary use of this property will be a restaurant and not a place for bar patrons only.
5. Adequate security fencing shall be installed to keep any alcoholic beverages on the property.

IX Planning & Zoning Commission Hearing – September 19, 2013

The Planning & Zoning Commission held a public hearing on this application on September 19, 2013. Several concerns were expressed at the conclusion of the public hearing:

1. Concerns that due to the small size of the property the applicant cannot meet minimum parking requirements
2. Concerns over large truck blocking the 10 foot wide easement providing access to residential units in the rear of the property
3. Concerns over whether there is adequate land area to do what the applicant wants to do.

Motion to approve:

Mary Lou Myers moved that the application should be approved with the following conditions:

1. Outside dining is permitted but not the playing of music.
2. All outdoor lighting shall be shielded from adjoining residential uses.
3. The primary use of this property will be a restaurant and not a place for bar patrons only.
4. Adequate security fencing shall be installed to keep any alcoholic beverages on the property.
5. The 10' wide access easement will not be blocked

Motion failed with a vote of 3 aye and 4 Nay.

- Staff believes that due to the fact that staff voiced support for this application in the beginning that it may be appropriate to refund the application fee to the applicant. The applicant may not have filed the application if I had expressed my concerns in the beginning.

LEGAL NOTICE
GILA COUNTY
PLANNING AND ZONING COMMISSION AND
GILA COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Gila County Planning and Zoning Commission will hold a public hearing on Thursday, September 19, 2013 beginning at 10:00 a.m., at the Gila County Courthouse-Board of Supervisors Hearing Room, located at 1400 East Ash Street, Globe, AZ.; And the Gila County Board of Supervisors will hold a public hearing on this application on October 22, 2013 at 10:00 a.m. at the Gila County Courthouse-Board of Supervisors Hearing Room located at 1400 East Ash Street, Globe, AZ.

Public Hearing:

CUP-13-03 Hardscrabble LLC : Application for a Conditional Use Permit to allow a full service restaurant with patrons dining inside and under covered patios. Spirits, wine and beer will be served. Property is known as Gila County Tax Assessor's Parcel 301-21-046, currently zoned TR located at 6261 Hardscrabble Mesa Road, Pine, AZ. TR Zoning prevents commercial activity between the hours of 11:00 P.M and 6:00 A.M.

Information on the above case is available for review in the Gila County Community Development Department located at the Public Works Administration building, 745 N. Rose Mofford Way, Globe, AZ. or 608 E. Hwy 260, Payson, AZ. Comments can be sent to rgould@gilacountyaz.gov

Gila County Planning and Zoning

By: _____
Robert Gould, Director
Community Development

Arizona Silver Belt: One Publication: August 28, 2013

Received: 9/24/13
By: bvalenzuela

September 18, 2013

Robert Gould, Director

Community Development, Gila County Planning and Zoning

745 N. Rose Mofford Way Globe, AZ 85501

Mr. Gould:

I am writing to you at this time in response to correspondence I recently received regarding an upcoming public hearing on Thursday, September 19, 2013 and on October 22, 2013 at the Gila County Courthouse-Board of Supervisors regarding CUP-13-03-Hardscrabble LLC: Application for a conditional use permit to allow a full service restaurant with patrons dining inside and under covered patios. Property is known as Gila County Tax Assessor's Parcel 301-21-046, currently zoned TR located at 6261 Hardscrabble Mesa Road, Pine, AZ.

I am a property owner close to this identified parcel, hence I received the legal notice regarding this hearing. At this time I would like to request that this zoning change request be denied. I have had a residence immediately up the road from this identified property for over 25 years. I purchased this land and hence built my home in a quiet residence for just that reason. To have a peaceful location my family and friends could come to without a large amount of noise and traffic. As you may well know, this area has limited access, actually one dirt road going up the hill right next to this parcel being reviewed.

My concerns are multiple, first the road access. The congestion a public restaurant would attract would limit access up the road significantly, making it not only difficult for the families of individuals needing to get to the homes up the road, but access for emergency vehicles could significantly be impacted. The noise factor such an establishment would bring could be substantial as well. As I noted from your document, there will also be alcoholic beverages served. Not that I am opposed to such, I do however realize that this would increase noise levels and activity of individuals in the area well late into the evening, again another distraction to the peaceful little neighborhood area we currently have.

When purchasing this property and then building my home years ago, the zoning was clear that this was a residential area, and the property maintained as private residence all of this time. Now we are faced with this being changed and certainly impacting not only my property but that of my neighbors and hence our property values as private residences as well.

I am asking that your department closely consider and review this application. I hope my neighbors who have voiced significant concerns to myself also provide written feedback to you on this matter. It will significantly impact all of us and our homes as well.

Thank you for your time and consideration of my input. I will provide my home number if anyone would want to contact me for further information.

Sincerely,

Alonzo Prince

Alonzo Prince

602-944-8013

Gould, Robert

From: Roberts, Cheryl A. <Cheryl.Roberts2@va.gov>
Sent: Wednesday, September 18, 2013 9:24 AM
To: Gould, Robert
Subject: Planning and Zoning Commission public hearing

September 17, 2013

Good morning, I am sending correspondence via email at this time as I understand there is a public hearing tomorrow at 10am at the Gila County Courthouse-Board of Supervisors Hearing Room and am unable to attend that hearing and it is too late for a letter to get to your office.,
This is in regards to:
CUP-13-03 Hardscrabble LLC: application for a conditional use permit to allow a full service restaurant with patrons dining inside and under covered patios.
I am sending this email for my father, Alonzo Prince, property owner who received notice of this hearing. Per my father:
I am requesting that this permit not be allowed to change this zoning. This is a residential neighborhood, when we bought the land and built our home at this location all properties were zoned residential. It is a quiet neighborhood with one road access, the location of this establishment will facilitate the road being often blocked for homeowners to get to their homes, that is neither safe for emergency vehicle entrance or homeowners. Noise is another factor, do not the homeowners have consideration that they bought/built homes for a quiet environment? It just is not appropriate for an individual to come into a residential location and be allowed to change the entire environment by bringing in traffic, congestion, noise, etc. I note the times on the documents provided during which no commercial activity will occur, 11p-6am, so am curious how a restaurant/drinking establishment will confine itself to such limitations. And I must ask if this does occur, what are my options, to address this further when compliance with this does not occur?

Thank you for your consideration of my request this zoning change not be allowed to occur. I know I am just one homeowner, but have already heard much concern from other homeowners who have received this same letter, I hope they respond as well, I will follow this up with a written response.

Sincerely, Alonzo Prince

ARF-2081 **Public Hearing 2. B.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Robert Gould, Community Development Division Director	Submitted By:	Beverly Valenzuela, Executive Administrative Assistant, Community Development Division
Department:	Community Development Division	Division:	Community Development Administration

Information

Request/Subject

Adoption of Resolution No. 13-10-02 regarding Planning and Zoning Case No. CUP-13-02 for Pine Creek Cabins (Applicant is Barry Hoff.)

Background Information

The subject property is located at 3885 N. Hwy 87 in Pine, AZ.; Gila County Assessor's tax parcel number 301-20-015J.

Property is currently zoned TR – Transitional Residential
Intent and Purpose of TR Zoning:
a. To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial.
b. To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses.
c. To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.

Current Comprehensive Plan Designation is "Multi-Functional Corridor." The Multi-Functional Corridor category denotes areas of the county that are located adjacent to a primary transportation route and where a mixture of land uses are desirable based upon the specific locational characteristics of use opportunities resulting from proximity to and visibility of a primary vehicular transportation corridor. The uses permitted in the Multi-Functional Corridor category are intended to respond to the unique opportunities, scale and functions that exist in the different areas of the county. Development in this category typically occurs on lots that are wide and shallow due to the linear nature of the adjacent transportation facilities. The potential negative impacts of a linear development pattern, if any, should be addressed through site planning, buffering and after design considerations. Additional uses permitted within the category shall include farming, ranching and those uses otherwise permitted by state statute.

Evaluation

The purpose of this application is to consider the allowance of sale of alcoholic beverages as part of the restaurant.

The Transitional Residential (TR) zoning district allows a limited degree of commercial development. The primary purpose is to ensure that any use is compatible with adjacent residential uses. TR zoning limits commercial development to no greater than 2500 square feet and limits hours of operation from 6am to 11pm.

To the east of this property is undeveloped residential zoned property.

There are several issues that should be looked at for compatibility:

a. Noise: Playing music until 11 PM outside can be disturbing to residential properties.
b. Lighting: Lighting needs to occur in a manner that assures surrounding residential properties will not be adversely affected.
c. Sales of alcoholic beverages in residential areas need to have adequate controls so it does not become

a nuisance to surrounding property owners.
d. Dust from unpaved parking facilities can be a nuisance to surrounding properties.

Conclusion

In June 2005, a Conditional Use Permit was approved to operate a restaurant on this property. The Board of Supervisors applied two conditions at that time:

1) Adequate parking shall be provided on site pursuant to Section 106.3 of the Gila County Zoning Ordinance; and 2) at any time the premises is the subject of a liquor or beer/wine license, this permit will immediately be referred to the Planning & Zoning Commission for appropriate action.

The purpose of this application is to address the second condition. This is a new application, not a request to amend the current CUP.

Recommendation

The Gila County Planning and Zoning Commission held a public hearing on September 19, 2013, and unanimously recommends approval of the Conditional Use Permit. It is recommended that the Board of Supervisors adopt Resolution No. 13-10-02, which authorizes the issuance of a Conditional Use Permit to Pine Creek Cabins with the following conditions being met:

1. All outdoor lighting shall be shielded from adjoining residential uses.
2. The primary use of this property will be a restaurant and not a place for bar patrons only.
3. There will be no service of alcoholic beverages outside.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 13-10-02, which approves Gila County Planning and Zoning Case No. CUP-13-02, an application submitted by Pine Creek Cabins (Applicant/Owner is Barry Hoff) for a Conditional Use Permit on Gila County Assessor's tax parcel 301-20-015J located at 3885 N. Highway 87 in Pine, Arizona to allow for the sale of alcoholic beverages as part of the restaurant. **(Robert Gould)**

Attachments

Board of Supervisors Staff Report by R. Gould

Legal Ad

Resolution and Exhibit

Opposition Letter

Staff Report
To the
Board of Supervisors

Applicant Property

CUP-13-02
Board of Supervisors Meeting
October 22, 2013

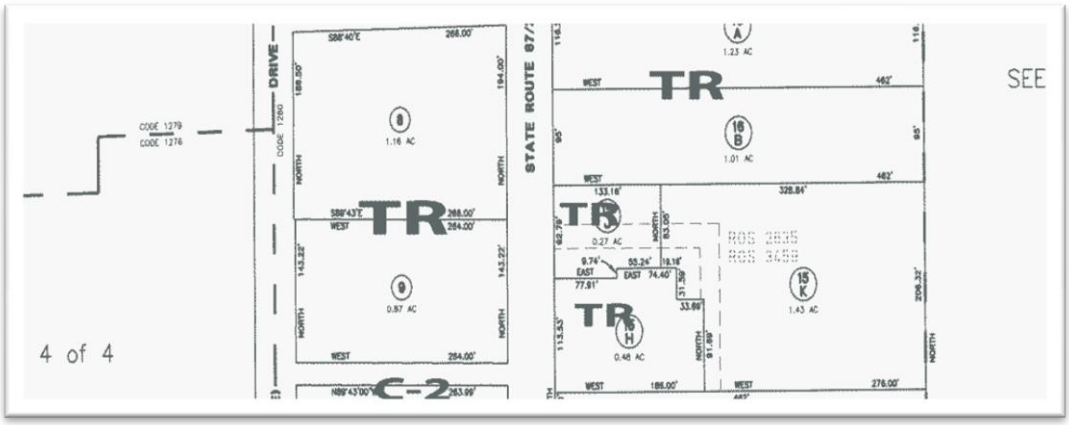
I APPLICATION

Applicant Name	Pine Creek Cabins
Applicant Address	HC1 Box 614, Strawberry, AZ 85544
Site Address	3885 N. Highway 87, Pine, AZ 85544
APN Number	301-20-15J
Current Zoning	**TR – Transitional Residential** Intent and Purpose: a. To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial. b. To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses. c. To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.
Current Comprehensive Plan Designation	**Multi-Functional Corridor**: The Multi-Functional Corridor category denotes areas of the county that are located adjacent to a primary transportation route and where a mixture of land uses are desirable based upon the specific locational characteristics of use opportunities resulting from proximity to and visibility of a primary vehicular transportation corridor. The uses permitted in the Multi-Functional Corridor category are intended to respond to the unique opportunities, scale and functions that exist in the different areas of the county. Development in this category typically occurs on lots that are wide and shallow due to the linear nature of the adjacent transportation facilities. The potential negative impacts of a linear development pattern, if any, should be addressed through site planning, buffering and after design considerations. Additional uses permitted within the category shall include farming, ranching and those uses otherwise permitted by state statute.
Application Number	**CUP-13-02**

II Purpose & Description

The purpose of this application is to consider the allowance of sale of alcoholic beverages as part of the restaurant.

III Zoning Regulations



Zoning for the surrounding properties are Transitional Residential. The above map depicts the current zoning situation for the area.

The transitional residential zoning district allows a limited degree of commercial development. The primary purpose is to ensure that any use is compatible with adjacent residential uses.

TR zoning limits commercial development to no greater than 2500 square feet and limits hours of operation from 6AM to 11PM.

To the east of this property is some undeveloped residential zoned property.

IV Primary issue or issues to consider

There are several issues that should be looked at for compatibility:

a. Noise: Playing music till 11 PM outside can be disturbing to residential properties
b. Lighting: Lighting needs to occur in a manner that assures surrounding residential properties will not be adversely affected.
c. Sale of alcoholic beverages in residential areas needs to have adequate controls so it does not become a nuisance to surrounding property owners.
d. Dust from unpaved parking facilities can be a nuisance to surrounding properties.

V Background

In June of 2005 a conditional Use Permit was approved to operate a restaurant on this property. There were two conditions applied at that time:

1. Adequate parking shall be provided on site pursuant to Section 106.3 of the Gila County Zoning Ordinance, and
2. At any time the premises is the subject of a liquor or beer/wine license, this permit will immediately be referred to the Planning & Zoning Commission for appropriate action.

The purpose of this application is to address the second condition. This is a new application not a request to amend the current CUP.

VI Analysis

Residential development is very close to the side and rear property lines of this parcel. Because of this we should take appropriate action to include the following:

1. Limit the amount of dust that can be emitted into the air through customer traffic.
2. Sales of alcoholic beverages should be limited to patrons who come for meals and not allow the establishment of a bar for drinking customers only.

Residential Property to the immediate south that is zoned TR

Pine Community Center is directly across the street

Current Parking Facilities

VII Summary

The issuance of this Conditional Use Permit is not a guarantee that the applicant will be able to obtain a liquor license. Directly across the street is the Community Center on land owned by the Pine School District. While this land is not a school there is a school adjacent to this parcel on the west. The recreation field and school are just outside the 300 foot limit referred to in the following Arizona Revised Statutes (§4-207).

4-207. Restrictions on licensing premises near school or church buildings; definitions

A. A retailer's license shall not be issued for any premises which are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

There is also another restaurant located immediately south of the Community Center that does not serve alcoholic beverages. This restaurant is within 300 feet of the school recreation field.

VIII Recommendation

Staff would recommend that the Planning and Zoning Commission recommend approval of this application to the Board of Supervisors with the following conditions:

1. The parking facilities will be paved to decrease road dust.
2. All outdoor lighting shall be shielded from adjoining residential uses.

3. The primary use of this property will be a restaurant and not a place for bar patrons only.
4. There will be no service of alcoholic beverages outside.

IX Planning and Zoning Commission Hearing

The Planning & Zoning Commission held a public hearing to consider an application to allow the sale of alcoholic beverages in the old Nifty 50s' Restaurant located on Highway 87 in Pine.

The Commission raised several issues during this hearing:

1. The Commission felt that to require the applicant to pave was not necessary. If the purpose here was to prevent dust then there were other options much less expensive.
2. That the property needed to become more productive part of the tax roles.
3. Even though the School is just over 300 feet and the property across the street is owned by the school district this won't stop them from obtaining a Liquor License.

Motion from Commission:

Lori Brown moved this application with the following conditions:

1. All outdoor lighting shall be shielded from adjoining residential uses.
2. The primary use of this property will be a restaurant and not a place for bar patrons only.
3. There will be no service of alcoholic beverages outside.

LEGAL NOTICE
GILA COUNTY
PLANNING AND ZONING COMMISSION AND
GILA COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Gila County Planning and Zoning Commission will hold a public hearing on Thursday, September 19, 2013 beginning at 10:00 a.m., at the Gila County Courthouse-Board of Supervisors Hearing Room, located at 1400 East Ash Street, Globe, AZ.; And the Gila County Board of Supervisors will hold a public hearing on this application on October 22, 2013 at 10:00 a.m. at the Gila County Courthouse-Board of Supervisors Hearing Room located at 1400 East Ash Street, Globe, AZ.

Public Hearing

CUP-13-02 Pine Creek Cabins (Barry Hoff): New restaurant tenant is requesting permission to serve alcoholic beverages with meals on Gila County Tax Parcel 301-20-015J located at 3885 N. Hwy 87, Pine, AZ. Property is currently zoned TR and the restaurant has been in operation for approximately seven years.

Information on the above case is available for review in the Gila County Community Development Department located at the Public Works Administration building, 745 N. Rose Mofford Way, Globe, AZ. or 608 E. Hwy 260, Payson, AZ. Comments can be sent to rgould@gilacountyaz.gov

Gila County Planning and Zoning

By: Robert Gould
Robert Gould, Director
Community Development

Arizona Silver Belt: One Publication: August 28, 2013

RESOLUTION NO. 13-10-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING GILA COUNTY PLANNING AND ZONING DEPARTMENT CASE NO. CUP-13-02, A REQUEST BY BARRY HOFF (PINE CREEK CABINS) FOR A CONDITIONAL USE PERMIT ON GILA COUNTY ASSESSOR'S TAX PARCEL NUMBER 301-20-015J LOCATED AT 3885 N. HIGHWAY 87 IN PINE, ARIZONA.

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on September 19, 2013, has recommended to the Board of Supervisors of Gila County, Arizona, that a Conditional Use Permit request, set forth in the attached Exhibit "A", be adopted as provided in Section 11-829, Arizona Revised Statutes; and

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors of Gila County, Arizona, is of the opinion that the adoption of such recommendation would be in the best interest of Gila County.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing, did pass and adopt Gila County Planning and Zoning Department Case No. CUP-13-02, as set forth in the attached Exhibit "A" and that said zoning request become effective November 21, 2013.

PASSED AND ADOPTED this 22nd day of October 2013, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Clerk of the Board of Supervisors

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

EXHIBIT "A" to Resolution No. 13-10-02
CONDITIONAL USE PERMIT
PLANNING AND ZONING CASE NO. CUP-13-02 FOR
BARRY HOFF (PINE CREEK CABINS)
Gila County Assessor's Tax Parcel Numbers 301-20-015J
Currently zoned TR

Conditional Uses and Conditional Use Permits:

A. GENERAL:

As defined in Section 102, Conditional Uses are those uses which, although not specifically permitted in a given zoning district, would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions. Conditional Use Permits shall be issued setting forth all qualifying conditions subject to the procedures for rezoning found in Section 105 amendment Procedures.

The Gila County Board of Supervisors has approved a Conditional Use Permit to allow the restaurant located at 3885 N. Highway 87 in Pine, AZ to sell alcoholic beverages with the following conditions:

1. All outdoor lighting shall be shielded from adjoining residential uses.
2. The primary use of this property will be a restaurant and not a place for bar patrons only.
3. There will be no service of alcoholic beverages outside.

Cody Barlow
3868 N. Pine Creek Dr.
Pine, Az. 85544
September 11, 2013

Robert Gould
Planning and Zoning Manager
Gila County
714 Beeline Hwy., Suite 200
Payson, Az. 85541

Dear Mr. Gould:

I am writing in response to the Notification of Application for CUP 13-02 we received from your office. It is our concern that allowing this permit would be a direct violation of ARS 4-207 since Pine Strawberry School District is the owner of the property across the street, and less than 300ft, from where the Conditional Use Permit is going to be utilized. While we do not hold regular school business on this property it is used often for school and community functions throughout the year.

It is not our intent to impede progress within the community of Pine; we just feel that allowing alcoholic beverages to be served that close to a school is not in the best interest of our students or community.

Thank you for your consideration and please feel free to contact me if any further information is needed.

Sincerely,

Cody Barlow
Superintendent, Pine Strawberry Elementary School District #12

ARF-2125 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 10/22/2013

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:	7/1/2013-6/30/2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

State Grants-in-Aid Application 2014 for the Gila County Library District

Background Information

State Grants-in-Aid (SGIA) is a recurring grant from the Arizona State Library Archives and Public Records provided to county library districts and large municipal libraries. The funding comes from the State of Arizona to benefit libraries throughout Arizona. This grant money is to be used for programming, supplies, equipment, training, and materials and cannot be used for salaries or as match money for other grants.

Evaluation

The Gila County Library District will be using the SGIA 2014 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

FOR THE DISTRICT AS A WHOLE: 30% or $7,000
We use these funds in various ways to supplement our services to the eight affiliate libraries.

- Part of SGIA funds are earmarked for the AZLA conference to encourage networking with other library piers, travel and training opportunities, both for the district staff, and staff at the eight libraries.
- We will continue to provide the Ebsco Standard Catalog "5 pack" database for the Affiliate and District staff's use.
- We will continue to purchase public access to a genealogy database and the Learning Express Databases.
- The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws.

FOR THE INDIVIDUAL LIBRARIES: 70% OR $16,000
Each library in the District will be allocated $2,000 to be spent on programs, projects or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Conclusion

The State Grants-in-Aid (SGIA) grant provides for programming, supplies, training, and equipment that benefit library services in all of Gila County.

Recommendation

The District recommends that the County apply for State Grants-In-Aid 2014 to enhance needed services, materials, resources and supplies for the library patrons of Gila County.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to authorize the submission of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for the 2013-2014 fiscal year in the amount of $23,000 designated to Gila County for the period July 1, 2013, through June 30, 2014.**(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

State Award Letter

Grant Application

ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS

A DIVISION OF THE ARIZONA SECRETARY OF STATE

PROVIDING ACCESS
Preserving Arizona
Arizona State Library, Archives and Public Records

LIBRARY DEVELOPMENT

HOLLY HENLEY
Director

August 6, 2013

Jacque Griffin, Director
Gila County Library District
1400 E. Ash
Globe, AZ 85501-1414

Dear Jacque,

Gila County has been designated to receive $23,000.00 to assist libraries in the 2014 fiscal year (7-1-13 through 6-30-14). The State Legislature appropriated this funding in general State Grants-in-Aid for this fiscal year. You'll find more information about the program at: http://azlibrary.gov/extension/grantsinaid.aspx.

To receive these funds, submit an online application at http://azlibrary.gov/alts/Login.aspx. Follow these steps:

1. Login using your e-mail address and password. Unless you have previously established a password, your password has been set to the name of your county or city.
2. Select "Library Directory Admin," find your library and update your record. Press <SAVE> before exiting. This information appears in the State Library's Library Directory. A library's directory record may only be updated from the library director's login or by State Library staff.
3. Select "Grant" and begin a new SGIA grant. You will assign a password for the grant; this will allow other staff members from your library to access the grant, if you share the password. You will also need this password to complete your final report next year. Print the cover sheet, narrative and certification, sign and mail to me.

The State Library monitors compliance of State Grants-in-Aid recipients, based on the regulations you will find at the program website. A final report is due by July 31, 2014, which will be completed online. The 2013 SGIA report, which was due July 31, 2013, should also be completed online. To do so, go back to your 2013 online application, and select "Final Report." Enter your report there, and then mail a copy of the final report and signed certification to: Jaime Ball, Arizona State Library, 1101 W. Washington St., Phoenix, AZ 85007. Please contact me at jball@azlibrary.gov or 602-926-3365 if you have questions.

Cordially,

Jaime

Jaime Ball
Library Development

CARNEGIE CENTER
1101 West Washington St • Phoenix, Arizona 85007 • Home Page: http://www.azlibrary.gov/extension/
Phone: (602) 926-3604 • FAX: (602) 256-7995 • E-Mail: ldd@azlibrary.gov
An Equal Opportunity Employer

Grant Application Cover Sheet

Current Status: Incomplete Application
Date Certification Received:
None

General Project Information

Gila County Library District
Guerrero Building
1400 E Ash St
Globe, AZ85501-1414

DUNS Number: 74462102

Password: gila

Does the applicant meet all the eligibility criteria for a library? (•) Yes ( ) No

If no, what criteria is the applicant missing?

Project Contact Information

Contact Name Jacque Griffin

E-mail Address jgriffin@co.gila.az.us

☐ **Use Library Address as Contact Address**

Mailing Address 1 1400 E Ash St

Mailing Address 2

City Globe

State	AZ
Zip Code	85501
Phone	928-402-8770
Fax	928-425-3462

Legal Administrator Information

☑ **The Project Contact is the Legal Administrator**

Title	
First Name	Jacque
Last Name	Griffin
E-mail Address	jgriffin@co.gila.az.us
Mailing Address 1	1400 E Ash St
Mailing Address 2	
City	Globe
State	AZ
Zip Code	85501
Phone	928-402-8770

Fax	928-425-3462
If this grant is awarded, what entity should the award check be made out to?	Gila County Library District

DESCRIPTION OF EXPECTED USE OF SGIA FUNDS:
The Gila County Library District will be using the SGIA 2014 monies to provide training, travel, equipment upgrades, collection development, and provide for special projects throughout the Gila County Library District. We will keep a portion of the funds at the district level, and give a portion of the funds to each of the libraries.

FOR THE DISTRICT AS A WHOLE: 30% or $7,000
We use these funds in various ways to supplement our services to the eight affiliate libraries.

- Part of SGIA funds are earmarked for the AZLA conference to encourage networking with other library piers, travel and training opportunities, both for the district staff, and staff at the eight libraries.
- We will continue to provide the Wilson Standard Catalog "5 pack" database for the Affiliate and District staff's use.
- We will continue to purchase public access to a genealogy database and the Learning Express Databases.
- The District will again bulk purchase Movie Licensing USA for the Affiliate Libraries in order for all to comply with the copyright laws.

FOR THE INDIVIDUAL LIBRARIES: 70% OR $16,000

Each library in the district will be allocated $2,000.00 to be spent on programs, projects or materials that the local librarian has determined is important to them, but that they do not have funds for in their regular budgets. These projects may include computer upgrades, collection development of both print and non-print materials, supplies, equipment, and summer reading supplies. In past years, SGIA funds have been used at the local level to provide for special programs, such as guest speakers and workshops in connection with Summer Reading Programs. Since the eight libraries are vastly different, their needs are also vastly different and varied. In fact, the only common thread is that they all have needs that their regular budgets do not cover.

Application Fiscal Report

Type	Vendor	Grant Funds	Local Funds	Cash	Total	
Salaries & Benefits						Add
Salaries & Benefits		$0.00	$50,500.00		$50,500.00	Edit Delete
		$0.00	**$50,500.00**		**$50,500.00**	
Contractual Services		$600.00	$0.00		$600.00	Edit Delete
Contractual Services	Ebsco Core Collections Full Pack	$1,168.70	$0.00		$1,168.70	Edit Delete
Contractual Services	Genealogy Database	$1,000.00	$500.00		$1,500.00	Edit Delete
Contractual Services	Learning Express	$3,910.00	$0.00		$3,910.00	Edit Delete
Contractual Services	Movie Licensing USA	$1,225.00	$0.00		$1,225.00	Edit Delete
		$7,903.70	**$500.00**		**$8,403.70**	
Travel		$0.00	$0.00		$0.00	Edit Delete
		$0.00	**$0.00**		**$0.00**	
Equipment		$0.00	$0.00		$0.00	Edit Delete
Equipment	Various	$5,200.00	$0.00		$5,200.00	Edit Delete
		$5,200.00	**$0.00**		**$5,200.00**	
Software		$0.00	$0.00		$0.00	Edit Delete
		$0.00	**$0.00**		**$0.00**	
Library Collection Materials		$0.00	$0.00		$0.00	Edit Delete
Library Collection Materials	Various	$9,500.00	$0.00		$9,500.00	Edit Delete
		$9,500.00	**$0.00**		**$9,500.00**	
Supplies		$0.00	$0.00		$0.00	Edit Delete
Supplies	Various	$396.30	$0.00		$396.30	Edit Delete
		$396.30	**$0.00**		**$396.30**	
Other		$0.00	$0.00		$0.00	Edit Delete
		$0.00	**$0.00**		**$0.00**	
		$23,000.00	$51,000.00		$74,000.00	

Certification of Application

I certify this application to be true and accurate to the best of my knowledge. On behalf of all organizations participating in this application, I hereby assure and certify that I will comply with all regulations, policies, guidelines and requirements pertinent to the application and to the use of award funds. Funds will not be used for indirect or administrative costs. The applicant agrees to submit a final report, which will include a narrative, budget and certification by the final report deadline. If this application is approved, I certify that the project will begin promptly, and will be completed as described.

Library Name: Gila County Library District
Project Name: SGIA-2014-Gila County Library District

Authorizing Official's Name: Michael A. Pastor

Authorizing Official's Title: Chairman of the Gila County Library District Board of Directors
Mailing address:
Gila County Library District
1400 E Ash St
Globe, AZ 85501

Authorizing Official Signature for Gila County Library District Date

View Grant Application Report

IMPORTANT
This form MUST be postmarked by the due date in order to be eligible for consideration. Please type or print clearly.

MAIL COMPLETED APPLICATION TO:
Grants Administrator
Library Development Division
Carnegie Center
1101 W. Washington
Phoenix, AZ 85007

Arizona State Library, Archives and Public Records Date

Approved as to form
Bryan Chambers

ARF-2146 **Regular Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 10/22/2013

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

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

Department: Asst County Manager/Library District

Information

Request/Subject

Submit official comments on the proposed revision to the Mexican wolf's 10(j) rule and the proposal to delist grey wolves.

Background Information

On June 13, 2013, the United States Fish and Wildlife Service (USFWS) published two proposed actions in the U.S. Federal Register proposing to revise the Mexican wolf's 10(j) nonessential experimental population rule and proposing to delist the grey wolf as an endangered species, with an accompanying proposal to list the Mexican wolf as an endangered subspecies of the grey wolf. The original deadline for submitting comments on these two proposals was September 11, 2013. The comment period deadline was extended to October 28, 2013, for these two proposals.

They are listed in the Federal Register under Docket number: FWS-HQ-ES-2013-0073 and FWS-R2-ES-2013-0056.

These two proposed actions are separate and distinct from the comment and public scoping period associated with the development of a draft Environmental Impact Statement (EIS) for the newly proposed 10(j) rule for Mexican wolf. This Board approved and submitted comments related to that action on September 17, 2013.

Evaluation

Both of these separate but related proposals could have an impact on the citizens of Gila County. There are no planned public hearings in Arizona on these issues. In addition, the public hearing that was scheduled for October 4, 2013, in Albuquerque, NM, was canceled due to the Federal Government shutdown.

Conclusion

The County needs to continue to provide official comments to each of the various related but separate proposals by the USFWS regarding the delisting of the grey wolf, identifying the Mexican wolf as a protected subspecies, and modifying the nonessential experimental 10(j) rule that regulates the handling of the Mexican wolf population.

Recommendation

Staff recommends that the Board approve comments for submission to the USFWS regarding these two proposed actions.

Suggested Motion

Information/Discussion/Action to submit comments regarding two proposed actions by the U.S. Fish and Wildlife Service regarding delisting the grey wolf and identifying the Mexican wolf as a protected subspecies and revising the Mexican wolf's 10(j) nonessential experimental population rule.
(Jacque Griffin)

Attachments

USFWS Wolf Press Release

Federal Register Notice on 10(j) revision

Federal Register Notice on delisting Grey wolf and protecting Mexican Wolf

U.S. Fish & Wildlife Service

News Release

Office of Communications
4401 N. Fairfax Drive, MS-330
Arlington, VA 22203
Phone: 703-358-2220
Fax: 703-358-1973
http://www.fws.gov

For Immediate Release
June 7, 2013

Contact:
Chris Tollefson – 703-358-2222
Chris_Tollefson@fws.gov

Service Proposes to Return Management and Protection of Gray Wolves to State Wildlife Professionals Following Successful Recovery Efforts

Mexican wolves in Southwest would continue to be protected as endangered subspecies

The U.S. Fish and Wildlife Service today proposed to remove the gray wolf (Canis lupus) from the list of threatened and endangered species. The proposal comes after a comprehensive review confirmed its successful recovery following management actions undertaken by federal, state and local partners following the wolf's listing under the Endangered Species Act over three decades ago. The Service is also proposing to maintain protection and expand recovery efforts for the Mexican wolf (Canis lupus baileyi) in the Southwest, where it remains endangered.

Under the proposal, state wildlife management agency professionals would resume responsibility for management and protection of gray wolves in states where wolves occur. The proposed rule is based on the best science available and incorporates new information about the gray wolf's current and historical distribution in the contiguous United States and Mexico. It focuses the protection on the Mexican wolf, the only remaining entity that warrants protection under the Act, by designating the Mexican wolf as an endangered subspecies.

In the Western Great Lakes and Northern Rocky Mountains, the gray wolf has rebounded from the brink of extinction to exceed population targets by as much as 300 percent. Gray wolf populations in the Western Great Lakes and Northern Rocky Mountain Distinct Population Segments were removed from the Federal List of Endangered and Threatened Wildlife in 2011 and 2012.

"From the moment a species requires the protection of the Endangered Species Act, our goal is to work with our partners to address the threats it faces and ensure its recovery," said Service Director Dan Ashe. "An exhaustive review of the latest scientific and taxonomic information shows that we have accomplished that goal with the gray wolf, allowing us to focus our work under the ESA on recovery of the Mexican wolf subspecies in the Southwest."

The Service will open a 90-day comment period on both proposals seeking additional scientific, commercial and technical information from the public and other interested parties. The comment

period will commence upon publication of the proposed rules in the Federal Register. Relevant information received during this comment period will be reviewed and addressed in the Service's final determination on these proposals, which will be made in 2014. The Service must receive requests for public hearings, in writing, within 45 days of the publication in the Federal Register. Information on how to provide comments will be made available in the Federal Register notices and on the Service's wolf information page at www.fws.gov/graywolfrecovery062013.html. The Service's proposal is supported by governors and state wildlife agency leadership in each of the states with current wolf populations, as well as those that will assume responsibility for managing wolves dispersing into their states, such as Washington, Oregon, Colorado, Utah and North Dakota.

" With a solid state conservation and management plan in place for the Northern gray wolf, an experienced wildlife management agency that is committed to wolf recovery, and established populations recovering at an increasing rate, Oregon is ready to take on further responsibility for wolf management in this state," said Roy Elicker, Director of the Oregon Department of Fish and Wildlife. "We know that there are questions that need to be resolved in moving toward a delisting of the Northern gray wolf under the federal ESA, and we believe the rulemaking process is an appropriate forum to address these issues. Oregon is supportive of the U.S. Fish and Wildlife Service publishing a proposed rule to begin this dialogue, and we look forward to participating in the scientific review process."

"The Washington Department of Fish and Wildlife is firmly committed to the long-term persistence of wolves in Washington," said Miranda Wecker, Chair of the Washington Fish and Wildlife Commission. "The Washington Fish and Wildlife Commission believes the state should be responsible for the management of wolves and supports the U.S. Fish and Wildlife Service's consideration of delisting gray wolves under the federal Endangered Species Act. By publishing the proposed rule, the Service ensures this important consideration can take place in an open and public process."

The Service's comprehensive review determined that the current listing for gray wolf, which was developed 35 years ago, erroneously included large geographical areas outside the species' historical range. In addition, the review found that the current gray wolf listing did not reasonably represent the range of the only remaining of the Mexican wolf population in the Southwest.

Gray wolves were extirpated from most of the Lower 48 states by the middle of the 20th century, with the exception of northern Minnesota and Isle Royale in Michigan. Subsequently, wolves from Canada occasionally dispersed south and successfully began recolonizing northwest Montana in 1986. In 1995 and 1996, 66 wolves from southwestern Canada were reintroduced into Yellowstone National Park and central Idaho.

In 2002 the Northern Rocky Mountain population exceeded the minimum recovery goals of 300 wolves for a third straight year, and they were successfully delisted in the Northern Rocky Mountains in 2012 and Western Great Lakes in 2011. Today, there are at least 6,100 gray wolves in the contiguous United States, with a current estimate of 1,674 in the Northern Rocky Mountains and 4,432 in the Western Great Lakes.

The number of Mexican wolves continues to increase within the Blue Range Wolf Recovery Area. During the 2012 annual year-end survey, the Mexican wolf Interagency Field Team counted a minimum of 75 Mexican wolves in the wild in Arizona and New Mexico, an increase over the 2011 minimum population count of 58 wolves known to exist in the wild.

In addition to listing the Mexican wolf as an endangered subspecies, the Service proposes to modify existing regulations governing the nonessential experimental population to allow captive raised wolves to be released throughout the Blue Range Wolf Recovery Area in the Apache and Gila National Forests east central Arizona and west central New Mexico, and to disperse into the Mexican Wolf Experimental Population Area in the areas of Arizona and New Mexico located between I 40 and I 10.

Read what supporters of the Service proposal are saying at
www.fws.gov/whatpeoplearesaying062013.html

For more information on gray and Mexican wolves, including the proposed rules, visit
www.fws.gov/graywolfrecovery062013.html.

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. We are both a leader and trusted partner in fish and wildlife conservation, known for our scientific excellence, stewardship of lands and natural resources, dedicated professionals, and commitment to public service. For more information on our work and the people who make it happen, visit ***www.fws.gov****. Connect with our Facebook page at www.facebook.com/usfws, follow our tweets at www.twitter.com/usfwshq, watch our YouTube Channel at http://www.youtube.com/usfws and download photos from our Flickr page at http://www.flickr.com/photos/usfwshq.*

--FWS--

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 17

[Docket No. FWS–R2–ES–2013–0056; FXES11130900000C2–134–FF09E32000]

RIN 1018–AY46

Endangered and Threatened Wildlife and Plants; Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Proposed rule; extension of public comment period, and announcement of public hearing.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), recently published a proposal to revise the existing nonessential experimental population designation of the Mexican wolf (*Canis lupus baileyi*), and we announced the opening of a 90-day public comment period on the proposed revised rule, ending September 11, 2013. We now extend the public comment period to October 28, 2013. Comments previously submitted need not be resubmitted and will be fully considered in preparation of the final rule. We also announce a public hearing on our proposed revised rule.

DATES: *Written Comments:* The public comment period on the proposal to revise the nonessential experimental population of the Mexican wolf is extended to October 28, 2013. Please note comments submitted electronically using the Federal eRulemaking Portal (see **ADDRESSES** section, below) must be received by 11:59 p.m. Eastern Time on the closing date. If you are submitting your comments by hard copy, please mail them by October 28, 2013, to ensure that we receive them in time to give them full consideration.

Public Hearing: We will hold a public hearing on Friday, October 4, 2013, from 6 p.m. to 9 p.m., in Albuquerque, New Mexico.

ADDRESSES: *Written Comments:* You may submit comments by one of the following methods:

(1) *Electronically:* Go to the Federal eRulemaking Portal: *http://www.regulations.gov.* Search for FWS–R2–ES–2013–0056, which is the docket number for this rulemaking. Please ensure you have found the correct document before submitting your comments. If your comments will fit in the provided comment box, please use this feature of *http://www.regulations.gov,* as it is most compatible with our comment review procedures. If you attach your comments as a separate document, our preferred file format is Microsoft Word. If you attach multiple comments (such as form letters), our preferred format is a spreadsheet in Microsoft Excel. Submissions of electronic comments on our proposal to remove the gray wolf from the List of Endangered and Threatened Wildlife (List) but to maintain endangered status for the Mexican wolf by listing it as a subspecies (*Canis lupus baileyi*), which also published in the **Federal Register** on June 13, 2013, should be submitted to Docket No. FWS–HQ–ES–2013–0073 using the method described above.

(2) *By hard copy:* Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS–R2–ES–2013–0056; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N Fairfax Drive, MS 2042–PDM; Arlington, VA 22203.

(3) *At the public hearing:* Written comments will be accepted by Service personnel at the scheduled public hearing.

We will post all comments received on *http://www.regulations.gov.* This generally means that we will post any personal information you provide us (see the Public Comments section below for more information).

Public Hearing: We will hold a public hearing on the proposed revision to the nonessential experimental population of the Mexican wolf at the Embassy Suites, 1000 Woodward Place NE., Albuquerque, NM 87102; 505–245–7100. This public hearing will also cover our proposal to remove the gray wolf from the List of Endangered and Threatened Wildlife and maintain protections for the Mexican wolf (*Canis lupus baileyi*) by listing it as endangered (78 FR 35664).

FOR FURTHER INFORMATION CONTACT: Mexican Wolf Recovery Program, U.S. Fish and Wildlife Service, New Mexico Ecological Services Office, 2105 Osuna Road NE., Albuquerque, NM 87133; telephone 505–761–4704; facsimile 505–346–2542. If you use a telecommunications device for the deaf (TDD), call the Federal Information Relay Service (FIRS) at 800–877–8339.

SUPPLEMENTARY INFORMATION:

Public Comments

We are extending the comment period for 45 days on our proposed revision to the nonessential experimental population of the Mexican wolf that was published in the **Federal Register** on June 13, 2013 (78 FR 35719). For the types of information we are seeking public comments on, please see Information Requested section of the June 13, 2013 (78 FR 35719), proposed revision to the nonessential experimental population of the Mexican wolf. We will reopen the comment period on the proposed rule this winter in conjunction with a comment period on our draft environmental impact statement, Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*) and the Implementation of a Management Plan (78 FR 47268, August 5, 2013). At that time, additional public information meetings and public hearings will be held in conjunction with the public comment period on both the proposed rule and the draft environmental impact statement.

Please note that submissions merely stating support for or opposition to the action under consideration without providing supporting information, although noted, will not be considered in making a determination. You may submit your comments and materials concerning this proposed rule by one of the methods listed in the **ADDRESSES** section. We request that you send comments only by the methods described in the **ADDRESSES** section.

If you submit information via *http://www.regulations.gov,* your entire submission—including any personal identifying information—will be posted on the Web site. If your submission is made via a hardcopy that includes personal identifying information, you may request at the top of your document that we withhold this information from public review. However, we cannot guarantee that we will be able to do so. We will post all hardcopy submissions on *http://www.regulations.gov.*

Comments and materials we receive, as well as some of the supporting documentation we used in preparing the proposed rule, will be available for public inspection on *http://www.regulations.gov* at Docket No. FWS–R2–ES–2013–0056, or by appointment, during normal business hours, at the U.S. Fish and Wildlife Service, New Mexico Ecological Services Office (see **FOR FURTHER INFORMATION CONTACT**).

We intend that any final action resulting from the proposed rule will be based on the best scientific and commercial data available and be as accurate and as effective as possible. Therefore, we request comments or information from other concerned governmental agencies, tribes, the scientific community, industry, or other interested parties concerning this proposed rule. We request that you make your comments as specific as

possible and explain the basis for them. In addition, please include sufficient information with your comments to allow us to authenticate any scientific or commercial data you reference or provide.

If you previously submitted comments or information on the proposed rule, please do not resubmit them. We will incorporate them into the public record as part of this comment period, and will fully consider them in the preparation of our final determination.

Public Hearing

We are holding a public hearing on the date listed in the **DATES** section at the location listed in the **ADDRESSES** section. The public hearings on the June 13, 2013 (78 FR 35664), proposal to remove the gray wolf from the List and maintain protections for the Mexican wolf by listing it as endangered are announced elsewhere in today's **Federal Register**.

The October 4, 2013, public hearing in Albuquerque, NM, will address both the June 13, 2013 (78 FR 35664) proposal to remove the gray wolf from the List and maintain protections for the Mexican wolf by listing it as endangered, as well as the June 13, 2013 (78 FR 35719), proposed revision to the nonessential experimental population of the Mexican wolf.

This public hearing will provide interested parties an opportunity to present verbal testimony (formal, oral comments) or written comments. A public hearing is not, however, an opportunity for dialogue with the Service or its contractors; it is a forum for accepting formal verbal testimony. Anyone wishing to make an oral statement at the public hearing for the record is encouraged to provide a written copy of their statement to us at the hearing. In the event there is a large attendance, the time allotted for oral statements may be limited. Speakers can sign up at the hearing if they desire to make an oral statement. Oral and written statements receive equal consideration. There are no limits on the length of written comments submitted to us.

Persons with disabilities needing reasonable accommodations to participate in the public hearing should contact the Mexican Wolf Recovery Program, New Mexico Ecological Services Office (see **FOR FURTHER INFORMATION CONTACT**). Reasonable accommodation requests should be received at least 3 business days prior to the hearing to help ensure availability; at least 2 weeks prior notice is requested for American sign language or English as a second language interpreter needs.

Authors

The primary authors of this notice are the staff of the Mexican Wolf Recovery Program, U.S. Fish and Wildlife Service.

Authority: The authority for this action is the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Dated: August 30, 2013.

Michael Bean,

Acting Principal Deputy Assistant Secretary for Fish and Wildlife and Parks.

[FR Doc. 2013–21665 Filed 9–4–13; 8:45 am]

BILLING CODE 4310–55–P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 17

[Docket No. FWS–HQ–ES–2013–0073; FXES11130900000C2–134–FF09E32000]

RIN 1018–AY00

Endangered and Threatened Wildlife and Plants; Removing the Gray Wolf (Canis lupus) From the List of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing It as Endangered

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Proposed rule; extension of public comment period, and announcement of public hearings.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), recently published a proposal to remove the gray wolf from the List of Endangered and Threatened Wildlife (List) but to maintain endangered status for the Mexican wolf by listing it as a subspecies (*Canis lupus baileyi*), and we announced the opening of a 90-day public comment period on the proposed action, ending September 11, 2013. We now extend the public comment period to October 28, 2013. We are extending the public comment period to allow all interested parties additional time to comment on the proposed rule. Comments previously submitted need not be resubmitted and will be fully considered in preparation of the final rule. We also announce three public hearings on our proposed rule.

DATES: *Written Comments:* The public comment period on the proposal to remove the gray wolf from the List of Endangered and Threatened Wildlife but to maintain endangered status for the Mexican wolf by listing it as a subspecies is extended to October 28, 2013. Please note comments submitted electronically using the Federal eRulemaking Portal (see **ADDRESSES** section, below) must be received by 11:59 p.m. Eastern Time on the closing date. If you are submitting your comments by hard copy, please mail them by October 28, 2013, to ensure that we receive them in time to give them full consideration.

Public Hearings: We will hold three public hearings on the following dates:

- September 30, 2013, from 6 p.m. to 8:30 p.m., in Washington, DC.
- October 2, 2013, from 6 p.m. to 8:30 p.m., in Sacramento, California.
- October 4, 2013, from 6 p.m. to 9 p.m., in Albuquerque, New Mexico.

ADDRESSES: *Written Comments:* You may submit comments by one of the following methods:

(1) *Electronically:* Go to the Federal eRulemaking Portal: *http://www.regulations.gov.* Search for Docket No. FWS–HQ–ES–2013–0073, which is the docket number for this rulemaking. Please ensure you have found the correct document before submitting your comments. If your comments will fit in the provided comment box, please use this feature of *http://www.regulations.gov,* as it is most compatible with our comment review procedures. If you attach your comments as a separate document, our preferred file format is Microsoft Word. If you attach multiple comments (such as form letters), our preferred format is a spreadsheet in Microsoft Excel. Submissions of electronic comments on our Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf, which also published in the **Federal Register** on June 13, 2013, should be submitted to Docket No. FWS–R2–ES–2013–0056 using the method described above.

(2) *By hard copy:* Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS–HQ–ES–2013–0073; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N Fairfax Drive, MS 2042–PDM; Arlington, VA 22203.

(3) *At the public hearings:* Written comments will be accepted by Service personnel at any of the three scheduled public hearings.

We will post all comments we receive on *http://www.regulations.gov.* This generally means that we will post any personal information you provide us (see the Public Comments section below for more information).

Public Hearings: Public hearings will be held at:

In addition, under the Regulatory Flexibility Act, if a rule has a significant economic effect on a substantial number of small entities the Secretary must specifically consider the economic effect of a rule on small entities and analyze regulatory options that could lessen the impact of the rule.

The Secretary has determined that minimal resources are required to implement the requirements in this rule because the organizations involved (*e.g.,* marrow registries and transplant hospitals) currently implement their programs in accordance with the procedures announced in this proposed rule. Therefore, in accordance with the Regulatory Flexibility Act of 1980 (RFA), and the Small Business Regulatory Enforcement Act of 1996, which amended the RFA, the Secretary certifies that this rule will not have a significant impact on a substantial number of small entities.

The Secretary also has determined that this proposed rule does not meet the criteria for a major rule as defined by Executive Order 12866 and would not have a major effect on the economy or Federal expenditures. We have determined that the proposed rule is not a major rule within the meaning of the statute providing for Congressional Review of Agency Rulemaking, 5 U.S.C. 801. Similarly, it will not have effects on state, local, and tribal governments or on the private sector such as to require consultation under the Unfunded Mandates Reform Act of 1995.

The provisions of this rule will not affect the following elements of family well-being: Family safety, family stability, marital commitment; parental rights in the education, nurture, and supervision of their children; family functioning, disposable income, or poverty; or the behavior and personal responsibility of youth, as determined under section 654(c) of the Treasury and General Government Appropriations Act of 1999.

Section 202 (a) of the Unfunded Mandates Reform Act of 1995 requires that agencies assess anticipated costs and benefits before issuing any rule that includes a federal mandate that could result in expenditure in any one year by state, local, or tribal governments, in the aggregate, or by the private sector, of $100 million in 1995 dollars, updated annually for inflation. The current threshold after adjustment for inflation using the Implicit Price Deflator for Gross Domestic Product is about $141 million. This rule would not meet or exceed that threshold.

This rule is not economically significant under section 3(f) of Executive Order 12866 and is not being treated as a ''significant regulatory action'' under section 3(f). Accordingly, the rule has not been reviewed by the Office of Management and Budget.

As stated above, this proposed rule would modify the regulations governing the nation's Organ Procurement and Transplantation Network (OPTN) and section 301 of NOTA based on legal authority.

Paperwork Reduction Act of 1995

The amendments proposed in this Rule will not impose any additional data collection requirements beyond those already imposed under the current information collection requirements, which have been approved by the Office of Management and Budget (OMB No. 0915–0310). The currently approved data collection includes worksheets and burden for all marrow transplants.

List of Subjects in 42 CFR Part 121

Healthcare, Hospitals, Organ transplantation.

Dated: September 19, 2013.

Mary K. Wakefield,

Administrator, Health Resources and Services Administration

Approved: September 25, 2013.

Kathleen Sebelius,

Secretary.

Therefore, under the authority of section 301 of NOTA, as amended, and for the reasons stated in the preamble, the Department proposes to amend 42 CFR part 121 as follows:

PART 121—ORGAN PROCUREMENT AND TRANSPLANTATION NETWORK

■ 1. The authority citation continues to read as follows:

Authority: Sections 215, 371–376 of the Public Health Service Act (42 U.S.C. 216, 273–274d); sections 1102, 1106, 1138 and 1871 of the Social Security Act (42 U.S.C. 1302, 1306, 1320b-8 and 1395hh); and section 301 of the National Organ Transplant Act, as amended (42 U.S.C. 274e).

■ 2. Section 121.13 is revised to read as follows:

§ 121.13 Definition of human organ under section 301 of the National Organ Transplant Act of 1984, as amended.

''Human organ,'' as covered by section 301 of the National Organ Transplant Act, as amended, means the human (including fetal) kidney, liver, heart, lung, pancreas, bone marrow and other hematopoietic stem/progenitor cells without regard to the method of their collection, cornea, eye, bone skin, and intestine, including the esophagus, stomach, small and/or large intestine, or any portion of the gastrointestinal tract.''

[FR Doc. 2013–24094 Filed 10–1–13; 8:45 am]

BILLING CODE 4165–15–P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

50 CFR Part 17

[Docket No. FWS–HQ–ES–2013–0073; FXES11130900000C2–134–FF09E32000]

RIN 1018–AY00

Endangered and Threatened Wildlife and Plants; Removing the Gray Wolf (Canis lupus) From the List of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing It as Endangered

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Proposed rule; announcement of public hearing.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), recently published a proposal to remove the gray wolf from the List of Endangered and Threatened Wildlife (List) but to maintain endangered status for the Mexican wolf by listing it as a subspecies (*Canis lupus baileyi*). On September 5, 2013, we announced three public hearings on the proposed rule and extended the public comment period to October 28, 2013. We now announce an additional public hearing to be held on October 17, 2013, in Denver, Colorado.

DATES: *Written Comments:* The public comment period on the proposal to remove the gray wolf from the List of Endangered and Threatened Wildlife but to maintain endangered status for the Mexican wolf by listing it as a subspecies is open through October 28, 2013. Please note that comments submitted electronically using the Federal eRulemaking Portal (see **ADDRESSES**, below) must be received by 11:59 p.m. Eastern Time on the closing date. If you are submitting your comments by hard copy, please mail them by October 28, 2013, to ensure that we receive them in time to give them full consideration.

Public Hearings: We will hold a public hearing on October 17, 2013, from 6 p.m. to 8:30 p.m. in Denver, Colorado.

ADDRESSES: *Written Comments:* You may submit comments by one of the following methods:

(1) *Electronically:* Go to the Federal eRulemaking Portal: *http://www.regulations.gov.* Search for FWS–HQ–ES–2013–0073, which is the docket number for this rulemaking. Please ensure you have found the correct document before submitting your comments. If your comments will fit in the provided comment box, please use this feature of *http://www.regulations.gov,* as it is most compatible with our comment review procedures. If you attach your comments as a separate document, our preferred file format is Microsoft Word. If you attach multiple comments (such as form letters), our preferred format is a spreadsheet in Microsoft Excel. Submissions of electronic comments on our Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf, which also published in the **Federal Register** on June 13, 2013, should be submitted to Docket No. FWS–R2–ES–2013–0056 using the method described above.

(2) *By hard copy:* Submit by U.S. mail or hand-delivery to: Public Comments Processing, Attn: FWS–HQ–ES–2013–0073; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042–PDM; Arlington, VA 22203.

(3) *At the public hearing:* Written comments will be accepted by Service personnel at the public hearing.

We will post all comments that we receive on *http://www.regulations.gov.* This generally means that we will post any personal information you provide us (see the Public Comments section below for more information).

Public Hearing: The public hearing will be held at: Paramount Theatre, 1621 Glenarm Place, Denver, Colorado 80202; (303) 405–1245.

FOR FURTHER INFORMATION CONTACT: Headquarters Office, Ecological Services; telephone (703) 358–2171. Direct all questions or requests for additional information to: GRAY WOLF QUESTIONS, U.S. Fish and Wildlife Service, Headquarters Office, Ecological Services, 4401 North Fairfax Drive, Room 420, Arlington, VA 22203. Individuals who are hearing-impaired or speech-impaired may call the Federal Relay Service at 1–800–877–8337 for TTY assistance.

SUPPLEMENTARY INFORMATION:

Public Hearings

We are holding a public hearing on the date listed in **DATES** at the location listed in **ADDRESSES**. For information on additional public hearings related to this proposed rulemaking action, see our previous notice of public hearings that published in the **Federal Register** on September 5, 2013, at 78 FR 54614.

We are holding public hearings to provide interested parties the opportunity to present verbal testimony (formal, oral comments) or written comments regarding the June 13, 2013 (78 FR 35664), proposal to remove the gray wolf from the List and maintain protections for the Mexican wolf by listing it as endangered. A public hearing is not, however, an opportunity for dialogue with the Service or its contractors; it is a forum for accepting formal verbal testimony. Anyone wishing to make an oral statement at the public hearings for the record is encouraged to provide a written copy of their statement to us at the hearings. In the event of a large attendance, the time allotted for oral statements may be limited. Speakers can sign up at the hearings if they desire to make an oral statement. Oral and written statements receive equal consideration. There are no limits on the length of written comments submitted to us.

Persons with disabilities needing reasonable accommodations to participate in the public hearings should contact the Headquarters Office (see **FOR FURTHER INFORMATION CONTACT**). Reasonable accommodation requests should be received at least 3 business days prior to the hearing to help ensure availability; at least 2 weeks prior notice is requested for American-sign-language or English-as-a-second-language interpreter needs.

Public Comments

We intend that any final action resulting from this proposal will be as accurate and as effective as possible. Therefore, comments, new information, or suggestions from the public, other concerned governmental agencies, the scientific community, industry, or any other interested party concerning this proposed rule are hereby solicited. In particular, we are seeking targeted information and comments on our proposed removal of *C. lupus* from the List of Endangered and Threatened Wildlife and addition of *C. l. baileyi* as an endangered subspecies. We also seek comment on the following categories of information.

(1) Biological, commercial trade, or other relevant information concerning our analysis of the current *C. lupus* listed entity and the adequacy of the approach taken in this analysis, with particular respect to our interpretation of the term ''population'' as it relates to the 1996 Policy Regarding the Recognition of Distinct Vertebrate Population Segments (DPS policy) (61 FR 4722, February 7, 1996) and specifically to gray wolves.

(2) Information concerning the genetics and taxonomy of the eastern wolf, *Canis lycaon.*

(3) Information concerning the status of the gray wolf in the Pacific Northwest United States and the following gray wolf subspecies: *Canis lupus nubilus, Canis lupus occidentalis,* and *C. l. baileyi,* including:

(a) Genetics and taxonomy;

(b) New information concerning range, distribution, population size, and population trends;

(c) New biological or other relevant data concerning any threat (or lack thereof) to these subspecies, their habitat, or both; and

(d) New information regarding conservation measures for these populations, their habitat, or both.

As this proposal is intended to replace our May 5, 2011, proposal to remove protections for *C. lupus* in all or portions of 29 eastern contiguous States (76 FR 26086), we ask that any comments previously submitted that may be relevant to the proposal presented in this rule be resubmitted at this time.

Please note that submissions merely stating support for or opposition to the action under consideration without providing supporting information, although noted, will not be considered in making a determination. You may submit your comments and materials by one of the methods listed in **ADDRESSES**. We request that you send comments only by the methods described in **ADDRESSES**. Verbal testimony may also be presented during the public hearings (see **DATES** and **ADDRESSES** sections).

We will post your entire comment—including your personal identifying information—on *http://www.regulations.gov.* If you provide personal identifying information, such as your street address, phone number, or email address, you may request at the top of your document that we withhold this information from public review. However, we cannot guarantee that we will be able to do so.

Comments and materials we receive, as well as some of the supporting documentation we used in preparing this proposed rule, will be available for public inspection on *http://www.regulations.gov* at Docket No. FWS–HQ–ES–2013–0073, or by appointment, during normal business hours at U.S. Fish and Wildlife Service, Headquarters Office, Endangered Species Program, 4401 North Fairfax Drive, Room 420, Arlington, VA 22203.

Our final determination concerning the proposed action will take into

consideration all written comments we receive during all comment periods, comments from peer reviewers, and comments received during the public hearings. The comments will be included in the public record for this rulemaking, and we will fully consider them in the preparation of our final determination.

If you previously submitted comments or information on this proposed rule, please do not resubmit them. We will incorporate them into the public record as part of this comment period, and will fully consider them in the preparation of our final determination.

Authors

The primary authors of this notice are the Ecological Services staff of the Headquarters Office, U.S. Fish and Wildlife Service.

Authority

The authority for this action is the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*).

Dated: September 24, 2013.

Rowan W. Gould,

Acting Director, U.S. Fish and Wildlife Service.

[FR Doc. 2013–24104 Filed 10–1–13; 8:45 am]

BILLING CODE 4310–55–P

ARF-2147 **Regular Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date: 10/22/2013

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

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

Department: Asst County Manager/Library District

Information

Request/Subject

Approval of a Memorandum of Understanding between the U.S. Fish and Wildlife Service and Gila County to establish Cooperating Agency Status.

Background Information

The United States Fish and Wildlife Service (USFWS) has approached several counties in Arizona and New Mexico regarding establishing a Cooperating Agency status and a coordinating process.

Section II - *Statement of Purpose* of the Memorandum of Understanding states, "The purpose of this Memorandum of Understanding (MOU) is for the signatory entities to contribute to the preparation of an Environmental Impact Statement (EIS), pursuant to the National Environmental Policy Act (NEPA). The proposed rule to revise the 1998 Mexican wolf nonessential experimental population rule (63 FR 1752) (1998 Final Rule) will be the proposed action of our EIS. We will analyze the environmental consequences from implementation of the proposed action and alternatives. The EIS will analyze proposed revisions to the Mexican Wolf Experimental Population Area (MWEPA) and Blue Range Wolf Recovery Area (BRWRA), and to some aspects of currently authorized regulations for management of the experimental population of Mexican wolves in Arizona and New Mexico. The new rule may replace and supersede the 1998 Final Rule, pursuant to section 10(j) of the Endangered Species Act (Act). The EIS will also analyze alternatives that include implementing a management plan to authorize "the taking" of endangered Mexican wolves in areas of Arizona and New Mexico external to the MWEPA. The management plan would be implemented through a U.S. Fish and Wildlife Service (Service) permit."

Evaluation

Five other Arizona counties, along with fourteen New Mexico counties have indicated that they were interested in establishing Cooperating Agency status with the USFWS to contribute to the preparation of an EIS on the Mexican Wolf nonessential experimental population rule and management plan. This MOU formalizes and provides a framework for cooperation and coordination among the Parties that will ensure successful completion of the EIS in a timely, efficient, and thorough manner, ensures the working relationship between the Parties meets the purposes and intent of NEPA, and provides a structural framework for coordination of the NEPA processes.

Conclusion

Participating in this process as a Cooperating Agency will allow for more involvement in the discussions related to the Draft Environmental Impact Statement (EIS) for the proposed management of the nonessential experimental population of the Mexican wolf. In the past, Gila County has indicated to both the USFWS as well as the U.S. Forest Service (USFS) that counties should be involved in processes that affect their citizens.

Recommendation

Staff recommends that the Board approve on behalf of Gila County the attached "Memorandum of Understanding between the U.S. Fish and Wildlife Service and the Arizona Counties of Apache, Cochise, Coconino, Gila, Mohave, and Santa Cruz; and the New Mexico Counties of Catron, Cibola, Grant, Hidalgo, Lincoln, Los Alamos, Luna, McKinley, Mora, San Juan, San Miguel, Santa Fe, Sierra, and Valencia," to establish a cooperating agency relationship and a coordinating process.

Suggested Motion

Information/Discussion/Action to approve on behalf of Gila County the "Memorandum of Understanding between the U.S. Fish and Wildlife Service, and the Arizona Counties of Apache, Cochise, Coconino, Gila, Mohave, and Santa Cruz and the New Mexico Counties of Catron, Cibola, Grant, Hidalgo, Lincoln, Los Alamos, Luna, McKinley, Mora, San Juan, San Miguel, Santa Fe, Sierra, and Valencia," to establish a cooperating agency relationship and a coordinating process in preparing an Environmental Impact Statement to revise the 1998 Mexican wolf nonessential experimental population rule (68FR 1752), and authorize the Chairman to sign the Memorandum of Understanding. **(Jacque Griffin)**

Attachments

MOU with USFWS and Gila County

Legal Explanation

Memorandum of Understanding
Between the
U.S. Fish and Wildlife Service,
And the
Arizona Counties of Apache, Cochise, Coconino, Gila, Mohave, and Santa Cruz
And the
New Mexico Counties of Catron, Cibola, Grant, Hidalgo, Lincoln, Los Alamos, Luna, McKinley, Mora, San Juan, San Miguel, Santa Fe, Sierra, and Valencia

SECTION I. PARTIES

This Memorandum of Understanding (hereinafter referred to as MOU) establishes a cooperating agency relationship and a coordinating process and is made and entered into by and between the:

A. U.S. Fish and Wildlife Service Region 2 (Service), as authorized and directed under the NEPA implementing regulations of 1977, as amended, and specifically acknowledging the following areas of the regulations, which are of mutual interest to the parties 40 CFR 1506.2, 40 CFR 1508.5, 40 CFR 1501.7, 40 CFR 1501.2, 40 CFR 1508.27, 40 CFR 1502.16, and 516 DM; and

B. Apache County, Cochise County, Coconino County, Gila County, Mohave County, and Santa Cruz County, as authorized under the State of Arizona, enabling counties to protect the health, safety, and welfare of its citizens, pursuant to Arizona Revised Statutes 11-802 and 11-933, as well as County laws, including County land use plans, water and watershed plans, and environmental and natural resource laws and policies; and

C. Catron County Board of Commissioners, Cibola County, Grant County, Hidalgo County, Lincoln County, Los Alamos County, Luna County, McKinley County, Mora County, San Juan County, San Miguel County, Santa Fe County, Sierra Count, and Valencia County, as authorized under the State of New Mexico, granting powers necessary and proper to provide the safety, preserve the health, promote the prosperity, and improve the morals, orders, comfort, and convenience of any County or its inhabitants, pursuant to New Mexico Revised Statute 4-7-31 (NMSA 1978), as well as County laws, including County land use plans, water and watershed plans, and environmental and natural resource laws and policies.

D. Hereinafter referred to as the Parties.

SECTION II. STATEMENT OF PURPOSE

The purpose of this MOU is for the signatory entities to contribute to the preparation of an Environmental Impact Statement (EIS), pursuant to the National Environmental Policy Act (NEPA). The proposed rule to revise the 1998 Mexican wolf nonessential experimental population rule (63 FR 1752) (1998 Final Rule) will be the proposed action of our EIS. We will analyze the environmental consequences from implementation of the proposed action and alternatives. The EIS will analyze proposed revisions to the Mexican Wolf Experimental Population Area (MWEPA) and Blue Range Wolf Recovery Area (BRWRA), and to some

aspects of currently authorized regulations for management of the experimental population of Mexican wolves in Arizona and New Mexico. The new rule may replace and supersede the 1998 Final Rule, pursuant to section 10(j) of the Endangered Species Act (Act). The EIS will also analyze alternatives that include implementing a management plan to authorize take of endangered Mexican wolves in areas of Arizona and New Mexico external to the MWEPA. The management plan would be implemented through a U.S. Fish and Wildlife Service (Service) permit.

Furthermore, for the purposes of the production of an EIS that will analyze a range of alternatives, this MOU:

A. Confirms the formal designation of the Service as the Lead Federal Agency with responsibility for completion of the EIS and Record of Decision (ROD). The Lead Federal Agency shall:

i. Request the participation of each Cooperating Agency in the NEPA process at the earliest possible time; and
ii. Use the environmental analysis and proposals of Parties with jurisdiction by law and/or special expertise, to the maximum extent possible consistent with its responsibility as Lead Federal Agency; and
iii. Meet, either in person or teleconferencing, with a Cooperating Agency at the latter's request; and
iv. Request that the counties designate one or more representative(s) to participate on the Interagency Planning Team.

B. Formally designates the Parties as Cooperating Agencies. It is recognized that Cooperating Agencies have legal authority and/or special expertise applicable to the planning process. Each Cooperating Agency shall:

i. Participate in the NEPA process at the earliest possible time; and
ii. Participate in the scoping process; and
iii. Assume on request of the Lead Federal Agency responsibility for developing information and preparing environmental analyses including portions of the environmental impact statement concerning which the cooperating agency has special expertise; and
iv. Normally use its own funds. The Lead Federal Agency shall, to the extent available funds permit, fund those major activities or analyses it requests from Cooperating Agencies. The Lead Federal Agency shall include such funding requirements in their budget requests; and

v. A Cooperating Agency may, in response to a Lead Federal Agency's request for assistance in preparing the environmental impact statement, reply that other program commitments preclude any involvement or the degree of involvement requested in the action that is the subject of the environmental impact statement; and

vi. Make available staff and/or consultant support, as approved by the individual County, at the Lead Federal Agency's request to enhance the latter's interdisciplinary capability; and

vii. Designate representative(s) and agree to select individual(s) to represent the County on the Interagency Planning Team.

C. Formalizes and provides a framework for cooperation and coordination among the Parties that will ensure successful completion of the EIS in a timely, efficient, and thorough manner; and

E. Ensures the working relationship between the Parties meets the purposes and intent of NEPA; and

F. Provides a structural framework for coordination of the NEPA processes.

SECTION III. BACKGROUND

A. The Service proposes to revise the 1998 Final Rule and to implement a management plan for areas outside of the MWEPA. The EIS will analyze proposed revisions to: (1) the MWEPA and BRWRA, (2) some aspects of currently authorized regulations for management of the experimental population of Mexican wolves in Arizona and New Mexico, and (3) implement a management plan for Mexican wolves that are not part of the experimental population. A Notice of Intent to Prepare an EIS was published on August 5, 2013 (FR 47268, August 5, 2013). The EIS will analyze options for revising the 1998 Rule (including no action) and implementing a management plan, and includes various geographic and management scenarios. The proposed 10(j) rule was published on June 13, 2013. A draft EIS will be published, followed by a final EIS, ROD, and final 10(j) Rule (provided that the ROD does not select the No Action Alternative).

B. The Parties seek to fully consider the impacts of proposed actions on the physical, biological, social and economic aspects of the human environment, and;

C. The Parties desire to enter into this MOU and have the authority, through the Director, Region 2, U.S. Fish and Wildlife Service and the County Supervisors and Commissioners, to do so, and;

D. This MOU shall not be construed to affect the jurisdiction of Federal, State, County or other

local governmental agencies which exists as a matter of law, and:

E. Arizona and New Mexico Counties are legally responsible for the protection of health, safety, and welfare of individuals and communities that may be affected by reintroduction and recovery of the Mexican wolf;

F. Arizona Counties have determined that participation in the Proposed Amendment of Mexican Wolf 10(j) rule EIS should be consistent with the Counties' policies for the protection of the health, safety, and welfare of their citizens, and is important to representing the Counties' interest in, and authority for, management of natural resources within the boundaries of the Counties.

G. New Mexico Counties have determined that participation in the Proposed Amendment of Mexican Wolf 10(j) rule EIS should be consistent with the Counties' policies for the protection of the health, safety, and welfare of their citizens, and is important to representing the Counties' interest in, and authority for, management of natural resources within the boundaries of the Counties.

H. In the interest of enhancing communication, Black's Law Dictionary (7th Edition; ISBN 0314241302) and Merriam-Webster's Collegiate Dictionary (11th Edition; ISBN 0877798095) shall be the primary references for words used in this MOU;

SECTION IV. RECITALS

NOW THEREFORE, the Parties hereto agree to cooperatively develop appropriate documentation in order to satisfy the requirements of NEPA, and further agree that;

A. The Service will:

i. serve as the Lead Federal Agency in coordinating the development of an EIS analyzing the environmental impacts of a proposed new designation of a MWEPA and of implementation of a management plan external to the MWEPA, and alternatives thereto; and

ii. provide guidance as to proper process, document format, and information required to satisfy NEPA requirements; and

iii. determine the purpose and need of the project, the conclusions of the environmental analysis, which alternatives are selected for analysis, and make final determinations on content relative to applicable statutory and regulatory requirements; and

iv. develop the EIS, consistent with Federal law, regulation and Department and Agency policy and will incorporate, to the maximum extent possible consistent with its responsibility as Lead Federal Agency, the comments, recommendations, and/or data

submitted by Parties in the EIS planning process; and

v. provide available information and resources for development of the EIS; and

vi. provide timely review of the EIS in order to ensure compliance with Service guidelines for NEPA implementation; and

vii. give, to the maximum extent possible, a reasonable time frame for review and return of consolidated and comprehensive comments; and

B. The Counties are recognized to have jurisdiction by law and special expertise and will:

i. provide available information, data (and supporting analyses), comments, and resources for development of proper NEPA documentation and the EIS; and

ii. provide timely review of the EIS in order to ensure compliance with Service guidelines for NEPA implementation; and

iii. help collect data to the maximum extent possible, participate in discussions about data assessment and technical reports, prepare selected sections, and provide technical expertise in order to assist in evaluating the effectiveness of all alternatives and the EIS; and

iv. receive working drafts of the EIS and its alternatives and analyses for review and comment in relation to areas of jurisdictional responsibility and/or special expertise; and

v. return consolidated and comprehensive comments on working drafts to the Service in an agreed upon time frame consistent with the planning schedule; and

vi. may meet with affected stakeholders and provide comments to the Service at any point in the development of the EIS, provided that internal draft documents are not disseminated (see **Document Control** section below).

C. Conflict Resolution. Conflicts between or among the Parties concerning this MOU that cannot be resolved at the lowest possible level shall be referred to the next higher level, et seq., as necessary, for resolution with full recognition of the Service's decision making responsibilities in the EIS process.

Legal Effect of MOU: The provisions of any statutes and/or regulations cited in this MOU contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, it does not impose legally-binding requirements on the Parties. Furthermore, this MOU does not create a right of action enforceable in a court of law for any of the Parties. Rather, this MOU contains procedural guidance to assist the Parties in carrying out existing legal requirements. No Party shall be liable

in damages to any other Party or other person for any breach of this agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this agreement or any other cause of action arising from this agreement.

Document Control: All internal working draft documents for the development of any National Environmental Policy Act (NEPA) documents are pre-decisional and the Parties will ensure that these documents will not be available for review by individuals or entities other than the Parties to this MOU, or the Parties consultants, unless otherwise required by applicable law. All documents created, collected, or provided by the Parties in support of the development of NEPA documents are part of the official Service administrative record and may only be released by the Service to the extent allowable by the Freedom of Information Act and/or Privacy Act. The Counties will identify to the Service all personnel and consultants representing the County who will have access to the documents for the county and provide signed statements with regards to document control.

Enforcement Authority of the United States. Nothing contained in this MOU is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

No partnership. This MOU shall not make or be deemed to make any Party to this agreement the agent for or the partner of any other Party.

Notices. All notices, demands, or requests from one Party to another may be personally delivered, sent by facsimile/email, sent by recognized overnight delivery service, or sent by mail, certified or registered, postage prepaid, to the persons set forth below and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing and shall be effective at the time of personal delivery, facsimile/email transmission, or mailing upon notification of delivery by a recognized overnight delivery service or the United States Postal Service.

Elected officials not to benefit. No member of or delegate to Congress or a staff member to a member or delegate to Congress shall be entitled to any share or part of this MOU, or to any benefit that may arise from it.

Availability of funds. Implementation of this MOU by the Service is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this MOU will be construed by the Parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that the Service will not be required under this agreement to expend any appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

Duplicate originals. This MOU may be executed in any number of duplicate originals. A complete original of this MOU shall be maintained in the official records of each of the Parties hereto.

No third-party beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other Federal law, this MOU shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a Party to this MOU maintain a suit for personal injuries or damages pursuant to the provision of this MOU. The duties, obligations, and responsibilities of the Parties to this MOU with respect to third parties shall remain as imposed under existing law.

Amendment. This MOU may be amended upon written agreement of all Parties. The Party proposing the amendment shall provide a statement of the reasons for the amendment and an analysis of its environmental effects.

Termination. Any Party may terminate its participation in this MOU at any time. Any termination shall be made in writing. If not terminated sooner, this MOU will end upon agreement of all Parties once the EIS is final and the Service issues the ROD. Agencies may submit requests to be signatories to the June 30, 2010 MOU for Mexican Wolf Reintroduction within the AZ-NM Experimental Population Area for full participation and involvement in the Mexican wolf reintroduction project.

See *http://www.fws.gov/southwest/es/mexicanwolf/pdf/MW_MOU.pdf for the current MOU*.

Principal Contacts. The principal contacts for this MOU are:

i. United States Fish and Wildlife Service
   Attn: Sherry Barrett
   New Mexico Ecological Services Field Office
   2105 Osuna NE
   Albuquerque, New Mexico 87113
   Phone: 505-761-4748

ii. Apache County, Arizona
   Attn: Doyel Shamley
   Apache County Natural Resources Coordinator
   P.O. Box 940
   Eager, Arizona 85925

Phone: 928-333-5999

iii. Catron County Board of Commissioners, New Mexico
Attn: Dr. Alex Thal
Catron County Natural Resources Coordinator
P.O. Box 2296
Silver City, New Mexico 88062
Phone: 575-388-7987

iv. Cibola County, New Mexico
Attn: Rheganne Vaughn
Chief Operations Officer/Assistant County Manager
515 W. High Street
Grants, New Mexico 87020
Phone: 505-287-9431

v. Cochise County, Arizona
Attn: James E. Vlahovich,
Deputy County Administrator
1415 Melody Lane, Building G
Bisbee, Arizona 85630
Phone: 520-559-3664

vi. Coconino County, Arizona
Attn: Cynthia Seelhammer
County Manager
219 Cherry Avenue
Flagstaff, Arizona 86001
Phone: 928-679-7130

vii. Gila County, Arizona
Attn: Ms. Jacque Griffin
Assistant County Manager
1400 E. Ash Street
Globe, Arizona 85501
Phone: 928-402-8770

viii. Grant County, New Mexico
Attn: Jon Paul Saari
County Manager

PO Box 898
Silver City, New Mexico 88062
575-574-0008

ix. Hidalgo County, New Mexico
Attn: Darr Shannon
Chairman, Hidalgo County Commission
300 Shakespeare Street
Lordsburg, New Mexico 88045
Phone: 575-542-9341

x. Lincoln County, New Mexico
Attn: Nita Taylor
County Manager
PO Box 711
Carrizozo, New Mexico 88301
Phone: 575-648-2385 ext. 101

xi. Los Alamos County, New Mexico
Attn: Harry Burgess
County Administrator
1000 Central Avenue, Suite 320
Los Alamos, New Mexico 87544
Phone: 505-663-1750

xii. Luna County, New Mexico
Attn: Charles "Tink" Jackson
Chair, Wolf Advisory Committee
P.O. Box 844
Deming, New Mexico 88031
Phone: 575-546-2851

xiii. McKinley County, New Mexico
Attn: Mr. Douglas W. Decker
McKinley County Attorney
P.O. Box 70
Gallup, New Mexico
Phone: 505-722-3868

xiv. Mora County, New Mexico

Attn: Rebecca Montoya
County Manager
PO Box 580
Mora, New Mexico 87732-0580
Phone: 575-387-5279

xv. Mohave County, Arizona
Attn: Karl Taylor
Planning Manager
700 West Beale Street
Kingman, Arizona 86402
Phone: 928-757-0903 ext. 5823

xvi. San Juan, New Mexico
Attn: Joanne Thomas
Administrative Assistant/Executive Office
1000 S. Oliver Drive
Aztec, New Mexico 87410
Phone: 505-334-4271

xvii. San Miguel County, New Mexico
Attn: Alex Tafoya
Planning and Zoning Supervisor
500 W. National Ave., Suite 203
Las Vegas, New Mexico 87701
Phone: 505-425-7805

xviii. Santa Cruz County, Arizona
Attn: Carlos Rivera
County Manager
2150 North Congress Drive
Nogales, Arizona 85621
Phone: 520-375-7812

xix. Santa Fe, New Mexico
Attn: Ambra Garcia
Executive Assistant
102 Grant Avenue
Santa Fe, New Mexico 87504
Phone: 505-986-6200

xx. Sierra County, New Mexico
Attn: Mark Huntzinger
County Manager
855 Van Patten
Truth or Consequences, New Mexico 87901
Phone: 575-894-6215

xxi. Valencia County, New Mexico
Attn: Yvette Tabor
Administrative Assistant, County Managers Office
PO Box 1119
Los Lunas, New Mexico 87031
Phone: 505-866-2014

Initiation. This MOU becomes effective upon written concurrence by the referenced signatory Parties below.

IN WITNESS WHEREOF:

The Parties hereto have executed the MOU as of the dates shown below.

_____ _____
Tom M. White, JR, Chairman Date
Apache County Board of Supervisors, Arizona

_____ _____
Glyn Griffin, Chairman Date
Catron County Board of Commissioners, New Mexico

_____ _____
Edward Michael, Chairman, Date
Cibola County Board of Commissioners, Arizona

_____ _____
Ann English, Chair, Date
Cochise County Board of Supervisors, Arizona

_____ _____
Liz Archuleta, Chair, Date
Coconino County Board of Supervisors, Arizona

_____ _____
Michael A. Pastor, Chair, Date
Gila County Board of Supervisors, Arizona

_____ _____
Brett Kasten, Chairman, Date
Grant County Board of Commissioners, New Mexico

_____ _____
Darr Shannon, Chair, Date
Hidalgo County Board of Commissioners, New Mexico

_____ _____
Jackie Powell, Chairwoman, Date
Lincoln County Board of Commissioners, New Mexico

_____ _____
Geoff Rodgers, Council Chair, Date
Los Alamos County Council Members, New Mexico

_____ _____
Javier Diaz, Chairman, Date
Luna County Board of Commissioners, New Mexico

_____ _____
Genevieve Jackson, Chair, Date
McKinley County Board of Commissioners, New Mexico

_____ _____
John P. Olivas, Chairman, Date
Mora County Board of Commissioners, New Mexico

_____ _____
Gary Watson, Chairman, Date
Mohave County Board of Supervisors, Arizona

_____ _____
Scott Eckstein, Chairman, Date
San Juan County Board of Commissioners, New Mexico

_____ _____
Nicolas T. Leger, Chairman, Date
San Miguel County Board of Commissioners, New Mexico

_____ _____
Manuel Ruiz, Chairman, Date
Santa Cruz County Board of Supervisors, Arizona

_____ _____
Kathy Holian, Chair, Date
Santa Fe County Board of Commissioners, New Mexico

_____ _____
Walter Armijo, Chairman, Date
Sierra County Board of Commissioners, New Mexico

_____ _____
Charles Eaton, Chair, Date
Valencia County Board of Commissioners, New Mexico

_____ _____
Benjamin N. Tuggle, Director, Region 2 Date
U.S. Fish and Wildlife Service

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-2149 **Regular Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Shannon Boyer, Executive Administrative Asst., Public Works Division
Department:	Public Works Division	Division:	Facilities
Fiscal Year:	2013 - 2014	Budgeted?:	No
Contract Dates Begin & End:	n/a	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Arizona Public Service Energy Services Company, Inc. (APSES) Technical Energy Audit

Background Information

On April 15, 2011, Professional Agreement No. 6557.102-12-2010 between Gila County and Arizona Public Service Energy Services Company, Inc. (APSES) was approved by the Board of Supervisors. This agreement allowed APSES to perform a technical energy audit of Gila County for a period of one year. After the audit was completed, APSES agreed to provide an Energy Audit Report. The Energy Audit Report dated July 16, 2012, was presented and discussed with the Board of Supervisors.

Due to State mandated changes, the entire study had to be changed; therefore, a revised report was required dated February 2013. On July 30, 2013, the Energy Audit Report dated February 2013, was presented and discussed with the Board of Supervisors.

Evaluation

Phases 1 through 3 of the audit consisted of the collection of data, inspection of facilities, establishment of base year energy consumption, the performance of a financial analysis of energy conservation measures and the preparation of the detailed Energy Audit Report.

The 4th and final phase will be the design and installation of energy conservation measures described and recommended in the Energy Audit Report. If the County chooses to move forward with this phase, the parties shall execute a construction agreement.

If the County issues a Notice to Proceed in sixty (60) calendar days from the receipt of the audit, any costs incurred for the audit will be included in the implementation costs of the energy conservation measures. If the County decides not to proceed with the final phase of the project, the County shall pay APSES $17,690 for the energy audit.

Conclusion

The revised Energy Audit Report dated February 2013, is 90% complete and was received in February 2013. This revised report was reviewed and discussed by the Board of Supervisors during the Work Session of July 30, 2013.

Recommendation

The Public Works Facilities and Land Management Department recommends that the Board of Supervisors review the revised APSES Energy Audit Report and determine whether or not to move forward with the final phase of the audit.

Suggested Motion

Information/Discussion/Action to approve or reject moving forward with the final phase of the Arizona Public Service Energy Services Company, Inc.'s (APSES) Energy Audit Report, which is the design and installation of energy conservation measures as described and recommended by APSES in the Energy Audit Report. If the motion is to reject, the County shall pay APSES $17,690 for the energy audit. **(Steve Stratton)**

ARF-2152 **Regular Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Marian Sheppard, Clerk, BOS	Submitted By:	Marilyn Brewer, Executive Assistant, Board of Supervisors-District 3
Department:	Clerk of the Board of Supervisors		
Fiscal Year:	2013-2014	Budgeted?:	No
Contract Dates Begin & End:	N/A	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Sale of State-Owned Land Deeded in 2013 Prior to BOS Property Tax Sale

Background Information

Each year the County Treasurer issues Treasurer's Deeds (TDs) deeding property to the state of Arizona for property for which the property owner has not paid property taxes for the past seven (7) years. After the TDs have been recorded, they are presented to the Clerk of the Board of Supervisors Department along with photos, maps and other pertinent information relating to these properties.

Per A.R.S. § 42-18301 through 42-18304, the Board of Supervisors of the county of which the real property is held by the state under tax deed has authority to sell the property by auction or an online bidding process. In Gila County, a live auction is held around November or December of each year during a regular meeting of the Board of Supervisors.

A.R.S. § 42-18303(E) states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control..."

Years ago the Board of Supervisors adopted a procedure to sell, prior to the annual BOS property tax sale/auction, properties to the County or cities and towns within Gila County if it would benefit the entity for $1 each. The statute changed a couple of years ago which enables this same procedure to occur; however, the County, city, town or special taxing district must confirm that the subject property would be used for a public use related to transportation or flood control.

Evaluation

An internal review process was conducted by the Clerk of the Board and the Public Works Division Deputy Director. One property was identified that could be a potential benefit if the County purchased the property, provided the property would be used for a public purpose related to transportation or flood control. No other properties were identified that could be a potential benefit to any other municipalities or special taxing districts.

Conclusion

Steve Sanders, Public Works Division Deputy Director, has identified one (1) parcel of land that the County would like to purchase. The Treasurer has noted that this parcel is a portion of Inspiration Drive in Central Heights and is most of the road behind the water tanks to several other parcels. This parcel is identified as Assessor's tax parcel number 207-08-202. Mr. Sanders also confirmed that said purchase would be for a public purpose related to transportation.

Recommendation

It is recommended that the Board of Supervisors (BOS) authorize the Clerk of the Board to remove the above-named parcel from the December 3, 2013, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the parcel to Gila County for $1; and issuing a quit claim deed for said sale.

Suggested Motion

Information/Discussion/Action to authorize the Clerk of the Board to remove Assessor's tax parcel number 207-08-202 from the December 3, 2013, Board of Supervisors' Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the parcel to Gila County for $1; and issue a quit claim deed for said sale. (**Marian Sheppard)**

Attachments

Info on Parcel 207-08-202

ARS 42-18303

Quit Claim Deed for Parcel 207-08-202

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2013-008606 TD Page: 1 of 1
07/23/2013 08:55:24 AM Receipt #: 13-5654
Rec Fee: $0 Gila County Treasurer's Office
Gila County, Az, Sadie Jo Tomerlin, Recorder

Do not sell
This Parcel it
is a portion Drive
of INSPIRATION
LBB

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **10 th** day of **April, 2013** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **19 th** day of **July, 2013**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **207-08-202**

DESCRIBED AS : **SURFACE RIGHTS ONLY TO A DEPTH OF 100' ON CENTRAL TWNS LOT 17 B LK 20**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day of **July, 2013** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **19 th** day of **July, 2013** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

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

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

Hard Copy

Tuesday, January 15, 2013

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OVIEDO ELIAS D TRUSTEE OVIEDO

410 CAPITAL WAY N APT #241
OLYMPIA WA 98501

SURFACE RIGHTS ONLY TO A DEPTH OF 100' ON CENTRAL TWNS
LOT 17 B LK 20

Parcel ID: 207-08-202

Figures below based on 07/19/2013

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	9998	Tax	$66.08	$0.00	$0.00	$7.92	$0.00	$74.00
2011	10185	Tax	$58.18	$0.00	$5.00	$16.30	$0.00	$79.48
2010	9953	CP State Iss	$54.98	$54.98	$15.00	$24.20	$0.00	$94.18
2009	10092	CP State Iss	$54.52	$54.52	$15.00	$32.72	$0.00	$102.24
2008	10570	CP State Iss	$54.94	$54.94	$15.00	$41.02	$0.00	$110.96
2007	10167	CP State Iss	$55.76	$55.76	$15.00	$51.30	$0.00	$122.06
2006	10050	CP State Iss	$61.78	$61.78	$15.00	$66.72	$0.00	$143.50
2005	9941	CP Investor C	$60.12	$71.54	$0.00	$80.12	$0.00	$151.66
2004	9908	CP Investor C	$64.30	$76.16	$0.00	$98.50	$0.00	$174.66
2003	9862	CP Investor C	$75.98	$89.08	$0.00	$129.46	$0.00	$218.54
2002	9757	CP Investor C	$67.08	$96.39	$0.00	$145.23	$0.00	$241.62
2001	9727	CP Investor C	$74.74	$117.64	$0.00	$177.24	$0.00	$294.88
2000	9642	CP Investor C	$68.32	$117.02	$0.00	$176.31	$0.00	$293.33
1999	9578	CP Investor C	$60.20	$128.53	$20.00	$193.65	$0.00	$342.18
1998	9401	Tax	$61.94	$0.00	$0.00	$0.00	$61.94	$0.00
1997	9196	Tax	$70.60	$0.00	$0.00	$0.00	$70.60	$0.00
1996	8988	Tax	$58.74	$0.00	$0.00	$0.00	$58.74	$0.00
1995	8860	Tax	$61.40	$0.00	$0.00	$0.00	$61.40	$0.00
			$1,129.66	**$978.34**	**$100.00**	**$1,240.69**	**$252.68**	**$2,443.29**

Taxes 406.24

Int 240.18

Fees 90.00

Incos Fees 200.00

936.42

726.42

10.00 (11)

200.00 Incos Fees

936.42

Clerk Admin. fee 50.00

$986.42

HIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE

Gila County, Arizona

e is hereby given that **STATE OF ARIZONA**
pplied for a Treasurer's Deed to the following described real property
d by:

Oviedo Elias D Trustee Oviedo Trust

tuated in Gila County, Arizona:
EL # 207-08-202

Description: SURFACE RIGHTS ONLY TO A DEPTH OF 100' ON RAL TWNS LOT 17 B LK 20

on the **13 th** day of **February 2008**, was sold to

STATE OF ARIZONA

es, interest and penalties and charges amounting to $ **936.42**
esented in Tax Sale Certificate No. **08-031639**

mption according to law be not made before the **19 th** day of
2013 . I will convey said premises to such applicant
ssigns.

Debora Savage
Treasurer of Gila County, Arizona

TREASURER'S
Gila County, Ar

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real p
owned by: **Oviedo Elias D Trustee Oviedo Trust**

and situated in Gila County, Arizona:
PARCEL # 207-08-202

Legal Description: SURFACE RIGHTS ONLY TO A DEPTH OF
CENTRAL TWNS LOT 17 B LK 20

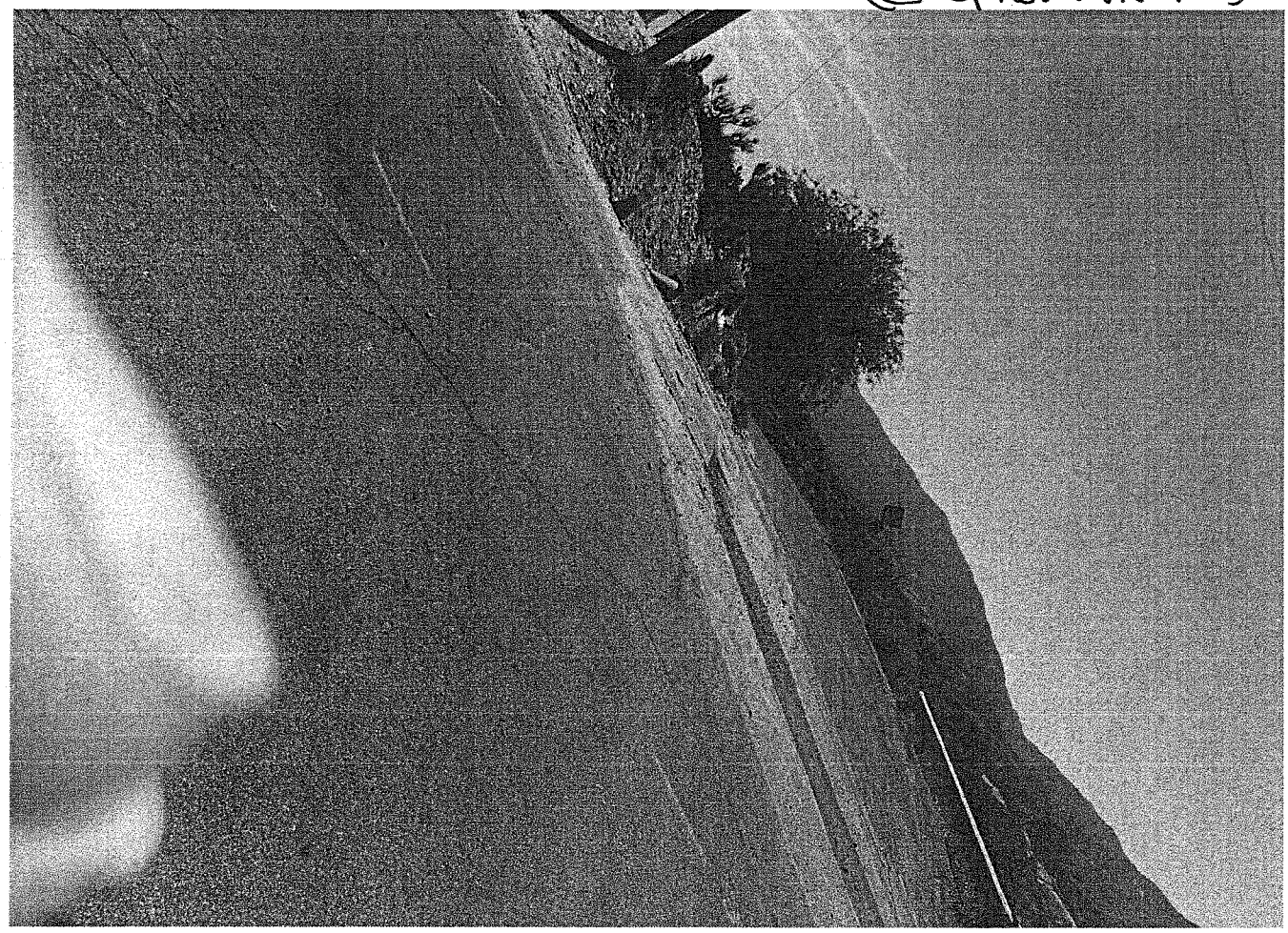
which on the **13 th** day of **February 2008**,
STATE OF ARIZONA

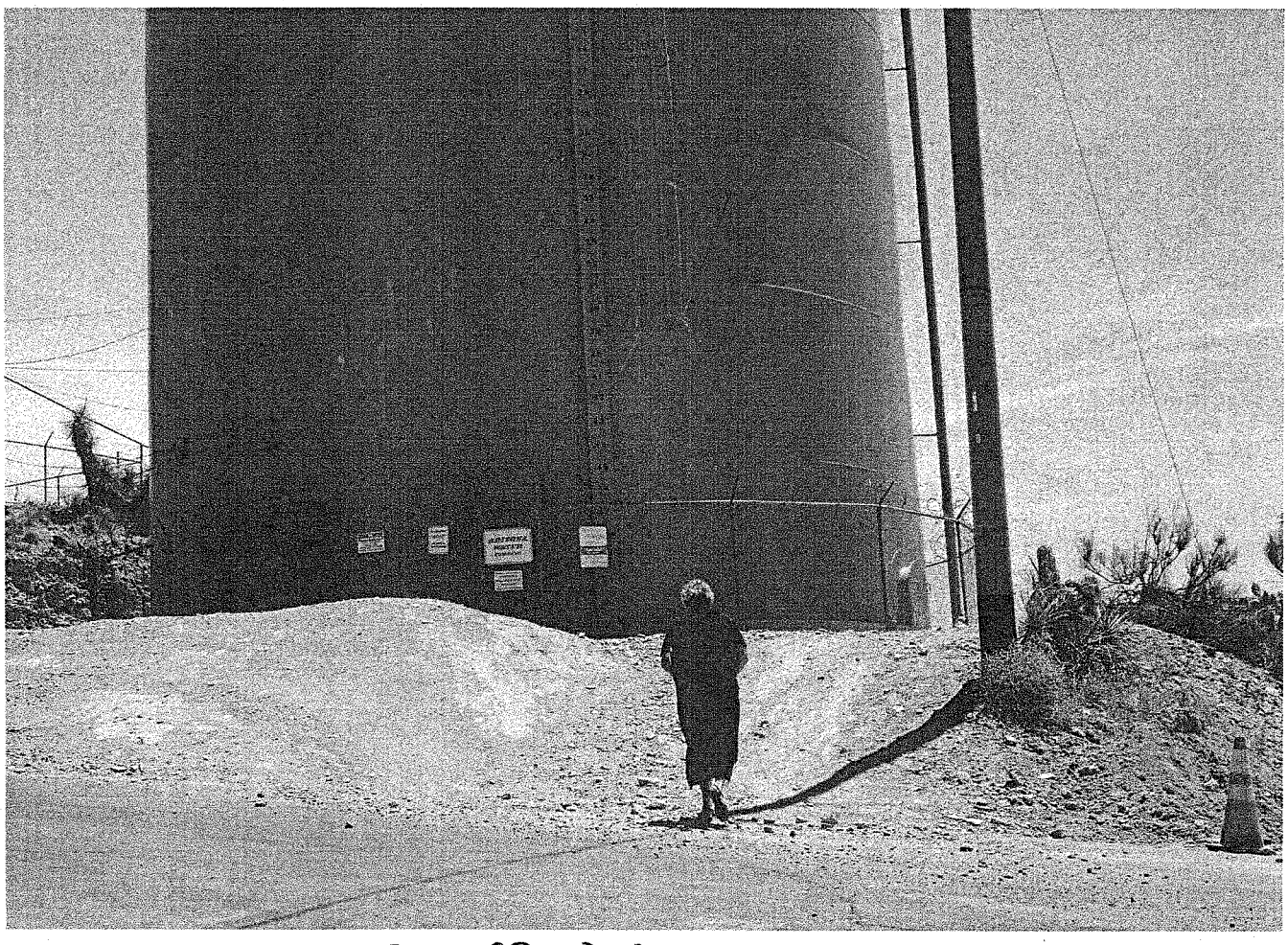
for taxes, interest and penalties and charges amounting
as represented in Tax Sale Certificate No. **08-031639**

If redemption according to law be not made before th
July , 2013 . I will convey said premises to such
or his assigns.

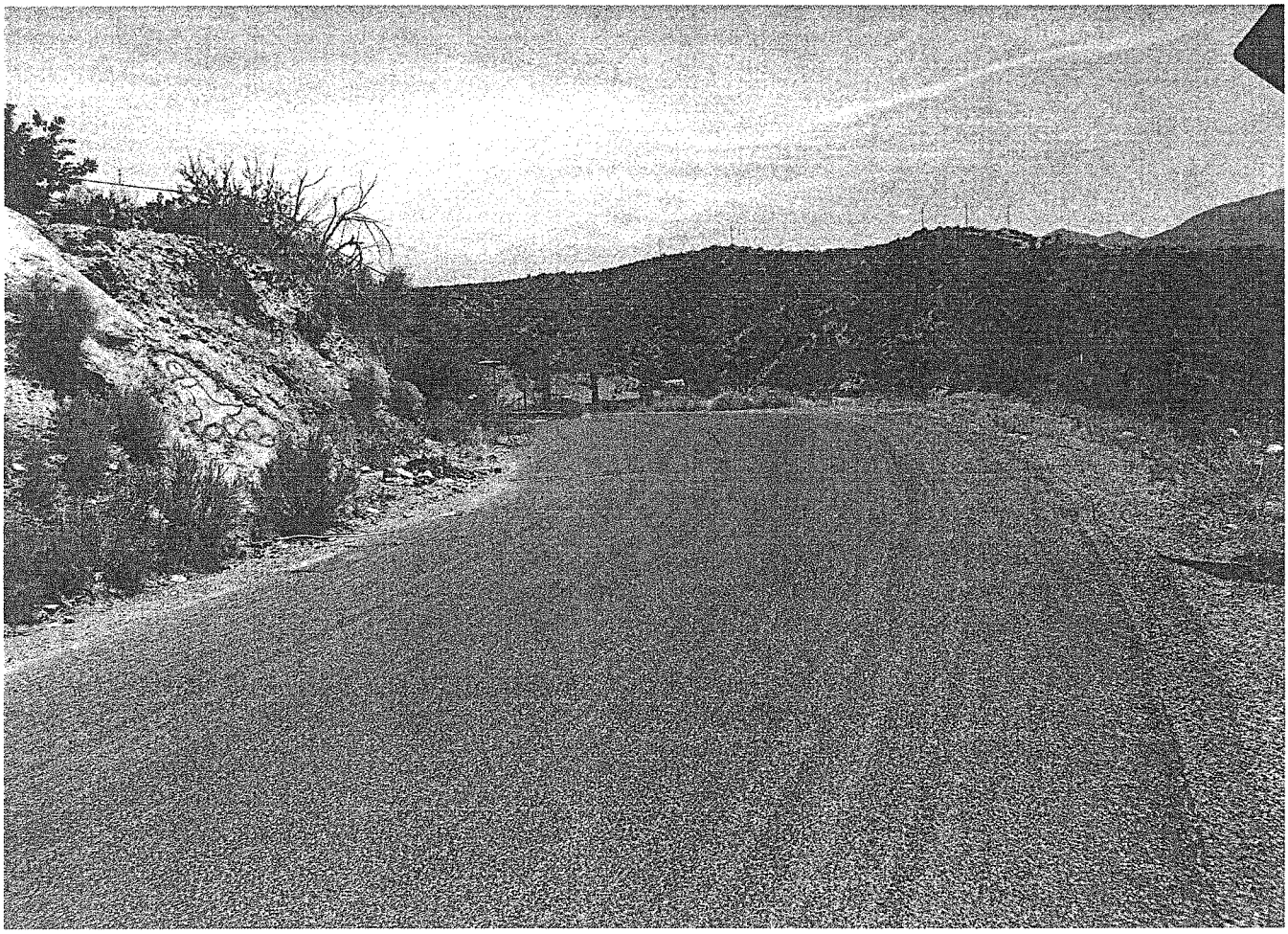
Debora S
Treasure

207-08-202 (Inspiration Dr)



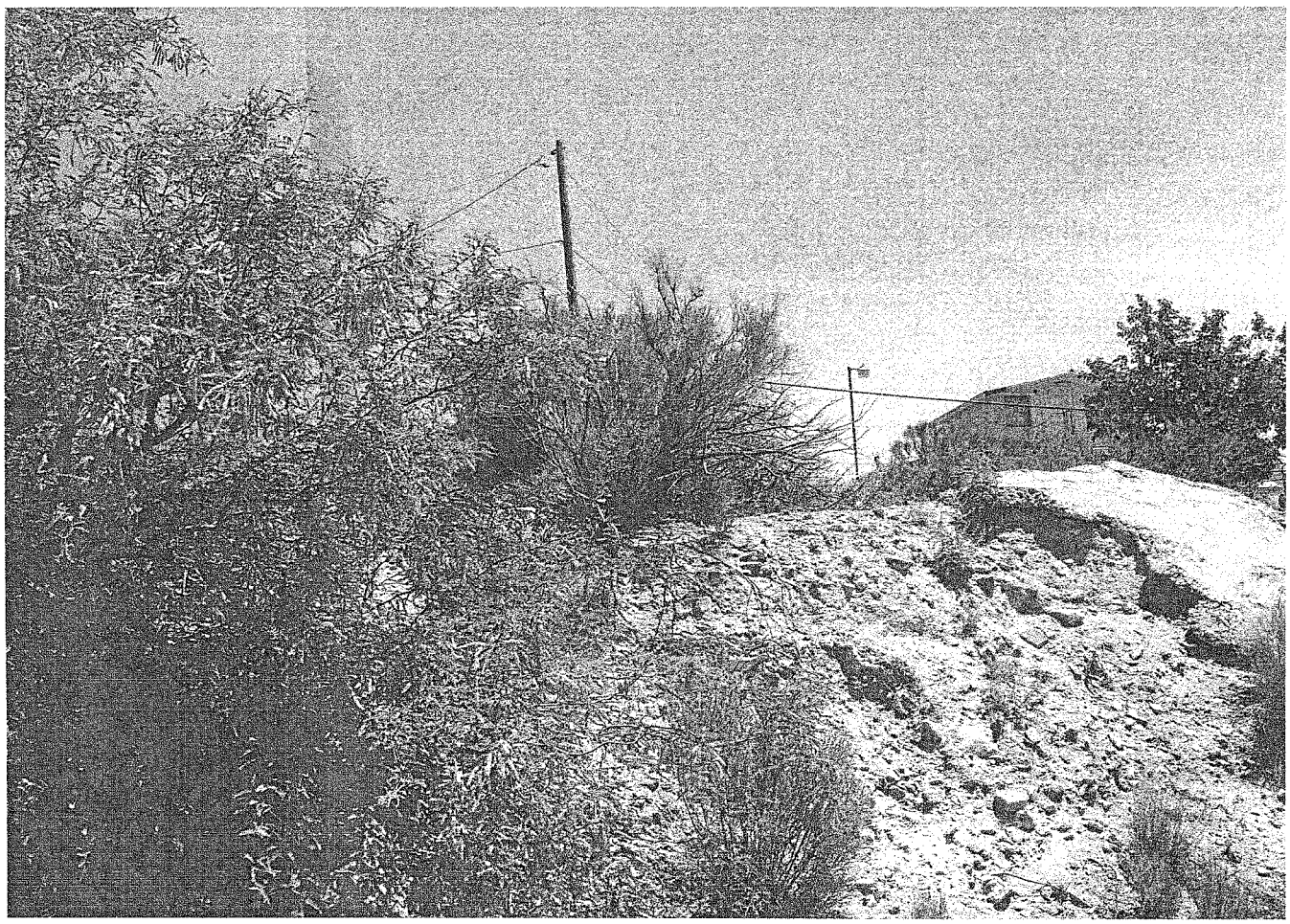


207-08-202



207-08-202

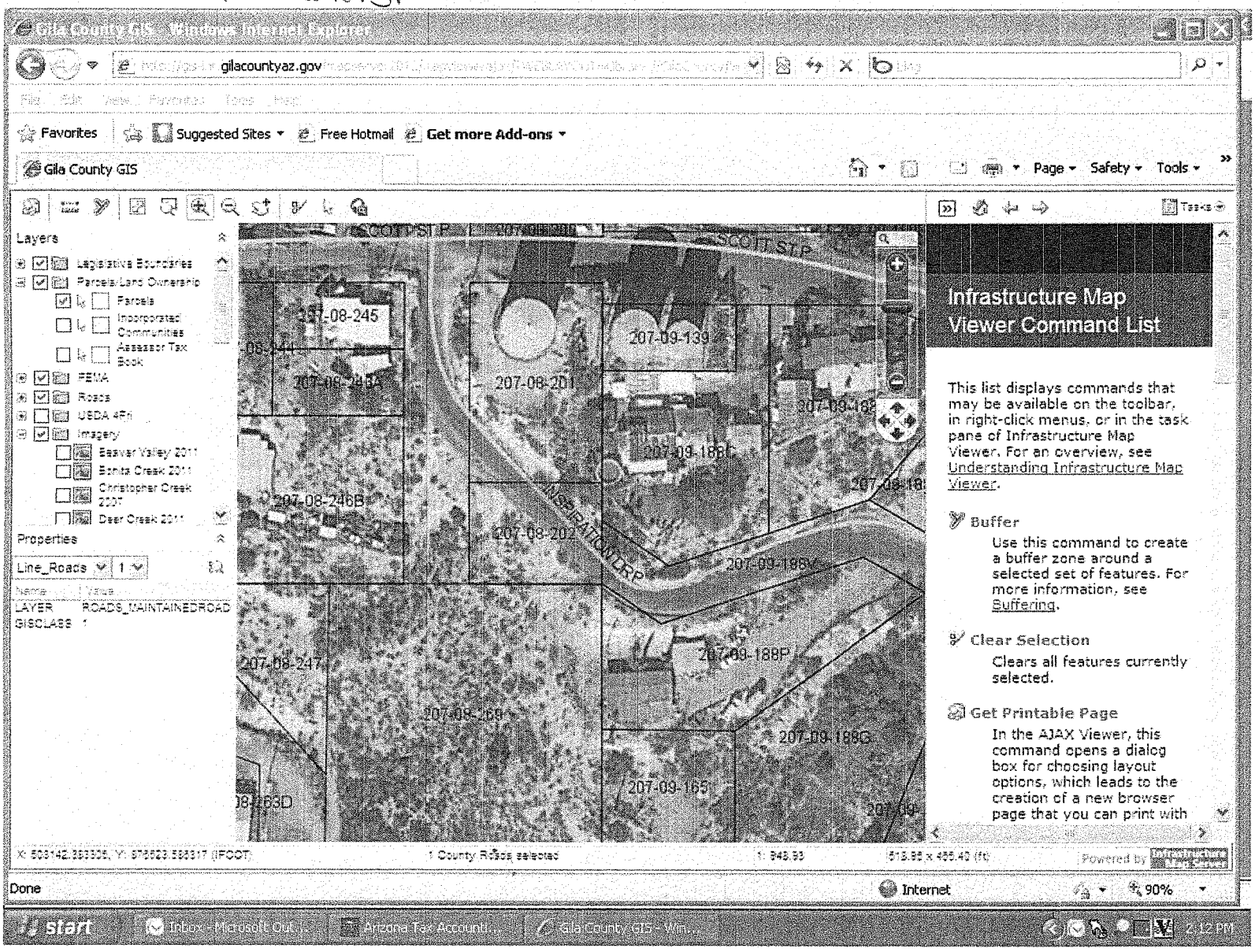
207-08-202



207-08-202

Part of Hillside Apts
AZ Water Tanks

Inspiration Dr.



05-13-13

Posting in Miami, Az

Parcel 207-08-202

Take Central Ave in central heights to S. Inspiration drive all the way to the top to the water tanks. Part of hillside off from the Arizona Water Tanks in Central heights and most of Inspiration Drive. This parcel is most of the road behind the water tanks to several other parcels.

42-18303. Auction and sale of land held by state under tax deed; disposition of proceeds

A. After advertisement, pursuant to section 42-18302, the board of supervisors may sell the real property in the county held by the state by tax deed to the highest bidder for cash except as provided in subsections E and F of this section. The property may also be posted on the treasurer's website. The sale may include a live auction or an online bidding process in which the board receives bids electronically over the internet in a real-time, competitive bidding event.

B. On selling the property the board shall execute and deliver to the purchaser, at the purchaser's cost, a deed conveying the title of the state in and to the parcel purchased. The deed shall be acknowledged by the chairman and clerk of the board.

C. The purchase money shall be paid to the county treasurer. After deducting and distributing interest, penalties, fees and costs charged against the parcel, the treasurer shall apportion the remainder to the funds of the various taxing authorities in proportion to their current share of the taxes charged against real property.

D. If the property is not sold before the time for the next succeeding notice of sale, the board may omit it from the notice.

E. The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control. The board of supervisors shall convey the deed and apportion the monies received in the transaction in the manner prescribed by this section.

F. The board of supervisors may sell real property in the county held by the state by tax deed to the owner of contiguous real property that is used for residential purposes, and the board may accept an offer by the contiguous owner to purchase the property, if both of the following conditions apply:

1. Both the property offered for sale and the contiguous property were at one time under common ownership, or the property offered for sale is part of a common area maintained by a homeowners' association as determined by the county assessor.

2. The property offered for sale cannot be separately used for residential purposes pursuant to applicable building codes and ordinances of the jurisdiction in which the property is located due to its size, configuration or recorded common area restrictions.

G. If an offer under subsection E or F of this section is pending at the time of the auction under this section, the board of supervisors shall remove the property from the auction.

H. Subsection F of this section does not apply if there is more than one contiguous parcel of property that meets the requirements prescribed by subsection F of this section.

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors

GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this 22nd day of October 2013, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Gila County, Grantee.

Address of Grantee: Gila County, 1400 E. Ash Street, Globe, AZ 85501

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, in accordance with A.R.S. §42-18303(E), the Board of Supervisors may accept an offer from, and sell real property held by the State of Arizona by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control; and

WHEREAS, it has been determined that the citizens of Gila County would benefit from the purchase of one of the parcels of land newly deeded to the State of Arizona by the County Treasurer for a public purpose related to transportation; and

WHEREAS, on the 22nd day of October 2013, Grantee did purchase said property for the sum of One Dollar ($1.00).

NOW THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee(s) the following described real property situated in the County of Gila, State of Arizona:

Legal Description: SURFACE RIGHTS ONLY TO A DEPTH OF 100' ON CENTRAL TWNS LOT 17 B LK 20

Assessor's Parcel Number: 207-08-202

Exempt transaction pursuant to A.R.S. §11-1134 (A) (3)

DATED this 22nd day of October 2013.

_____
Michael A. Pastor, Chairman
Gila County Board of Supervisors

STATE OF ARIZONA)
County of Gila) ss

Before me, Sherry Grice, a Notary Public in and for the County of Gila, State of Arizona, on this _____ day of _____ 2013, personally appeared, Michael A. Pastor, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

_____
Notary Public

My Commission Expires:

ARF-2140 **Regular Agenda Item 3. F.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Bryan Chambers, Deputy Attorney Principal	Submitted By:	Bryan Chambers, Deputy Attorney Principal, County Attorney
Department:	County Attorney		
Fiscal Year:	2013-14	Budgeted?:	No
Contract Dates Begin & End:	Tax year 2011	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Globe Pacific Associates v. Gila County, TX2013-000423 Request for Waiver of Service.

Background Information

The Clerk of the Board of Supervisors has received a request for waiver of service from an attorney representing Globe Pacific Associates, an Arizona Limited Partnership. The request is to waive service of a complaint filed in Arizona Tax Court. If the Board decides not to waive service, the attorney representing Globe Pacific Associates has stated an intention to have the County served formally and then petition the Court to assess the County the costs associated with that service.

Assuming the Board agrees to waive service, the Board of Supervisors will also need to direct its counsel regarding whether or how to defend against the action.

Evaluation

The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action.

Conclusion

The Board should decide whether to waive service of the summons and complaint in this action and should direct its attorney as to whether or how to defend against this action.

Recommendation

The Board should decide whether to waive service of the summons and complaint in this action and should direct its attorney as to whether or how to defend against this action.

Suggested Motion

Information/Discussion/Action to consider a request by an attorney, who is representing Globe Pacific Associates, for the Board of Supervisors to waive service of a summons and complaint filed in Arizona Tax Court (Globe Pacific Associates v. Gila County, TX2013-000423), and to instruct its attorney as to whether or how to defend against this action. The Board may vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice on this item and pursuant to A.R.S. § 38-431.03(A)(4) to instruct its attorney regarding whether or how to defend against the action. **(Bryan Chambers)**

Attachments

Waiver and Complaint

Douglas S. John (021150)
Giselle C. Alexander (028098)
FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
3101 North Central Avenue, Suite 1600
Phoenix, AZ 85012-2615
(602) 277-2010
Email: djohn@frgalaw.com

Attorneys for Plaintiff

Rec'd 8-26-13
Scanned + emailed to:
D Hughes
L Huber
B Chambers
D McDaniel

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

GLOBE PACIFIC ASSOCIATES, AN ARIZONA LIMITED PARTNERSHIP, Plaintiff, v. GILA COUNTY, a political subdivision of the State of Arizona, Defendant.	Case No.: TX2013-000423 NOTICE OF LAWSUIT AND REQUEST FOR WAIVER OF SERVICE OF SUMMONS Assigned to:

TO: Marian E. Sheppard, Clerk of the Board of Supervisors of Gila County, on behalf of Gila County:

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this Notice. The complaint has been filed in the Superior Court for the State of Arizona in and for the Arizona Tax Court and has been assigned case number TX2013-000423.

This is not a formal summons or notification from the Court, but rather my request that you sign and return the enclosed Waiver of Service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within thirty (30) days after the date designated below as the date on which this Notice of Lawsuit and Request for Waiver of Service of Summons is sent. I enclose a stamped and addressed envelope

Frazer Ryan Goldberg & Arnold LLP
3101 NORTH CENTRAL AVENUE, SUITE 1600
PHOENIX, ARIZONA 85012
TELEPHONE: (602) 277-2010
FACSIMILE: (602) 277-2595

(or other means of cost-free return) for your use. An extra copy of the Waiver of Service is also attached for your records.

If you comply with this request and return the signed Waiver of Service, the waiver will be filed with the Court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed, and you will be required to answer or otherwise respond to the complaint within sixty (60) days from the date designated below as the date on which this notice is sent (or within ninety (90) days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Arizona Rules of Civil Procedure and then, to the extent authorized by those Rules, I will ask the Court to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to avoid unnecessary costs of service of summons, which is set forth on the reverse side (or at the foot) of the enclosed "Waiver of Service of Summons" form.

I affirm that this Notice of Lawsuit and Request for Waiver of Service of Summons is being sent to you on behalf of the Plaintiff on the date indicated below.

NOTICE AND REQUEST SENT this _____ day of August, 2013.

FRAZER, RYAN, GOLDBERG &
ARNOLD, L.L.P.

By: Douglas S. John
Douglas S. John
Attorneys for Plaintiff

Frazer Ryan Goldberg & Arnold LLP
3101 NORTH CENTRAL AVENUE, SUITE 1600
PHOENIX, ARIZONA 85012
TELEPHONE: (602) 277-2010
FACSIMILE: (602) 277-2595

COPY

Douglas S. John (021150)
Giselle C. Alexander (028098)
FRAZER, RYAN, GOLDBERG & ARNOLD, L.L.P.
3101 North Central Avenue, Suite 1600
Phoenix, AZ 85012-2615
(602) 277-2010
Email: djohn@frgalaw.com

COPY
AUG 15 2013
MICHAEL K. JEANES, CLERK
DEPUTY CLERK

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN THE ARIZONA TAX COURT

GLOBE PACIFIC ASSOCIATES, AN ARIZONA LIMITED PARTNERSHIP, Plaintiff, v. GILA COUNTY, a political subdivision of the State of Arizona, Defendant.	Case No.: TX2013-000423 COMPLAINT AND NOTICE OF PROPERTY TAX APPEAL (Title 42) Assigned to:

Pursuant to A.R.S. § 42-16254(G), Plaintiff Globe Pacific Associates, an Arizona Limited Partnership ("Plaintiff") appeals to the Arizona Tax Court the Gila County Board of Equalization's decision regarding its Notice of Claim for tax year 2011. In support of this Complaint and Notice of Appeal, Plaintiff alleges:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff's appeal of the Gila County Board of Equalization's decision regarding its Notice of Claim for tax year 2011 pursuant to A.R.S. § 42-16254(G).

2. Venue is proper in this Court pursuant to A.R.S. § 12-165(A), because this is an action arising under the jurisdiction of the Arizona Tax Court.

///

LAW OFFICES OF
Frazer Ryan Goldberg & Arnold LLP
3101 NORTH CENTRAL AVENUE, SUITE 1600
PHOENIX, ARIZONA 85012
TELEPHONE: (602) 277-2010
FACSIMILE: (602) 277-2595

3. Plaintiff's Complaint and Notice of Appeal is timely filed pursuant to A.R.S. § 42-16254(G).

PARTIES AND GENERAL ALLEGATIONS

4. Plaintiff is an Arizona limited partnership.

5. Plaintiff owns legal and/or equitable title to real property in Gila County, State of Arizona, identified by the Gila County parcel number 205-24-006W (the "Subject Property").

6. The Defendant, Gila County, is a political subdivision of the State of Arizona. Gila County is made defendant to this action pursuant to A.R.S. § 42-16208(A)(2).

COUNT ONE

(Notice of Claim for 2011 Tax Year)

7. Plaintiff incorporates all prior allegations.

8. Under A.R.S. § 42-16251.3(e) an "'error' means any mistake in assessing or collecting property taxes resulting from…a valuation…that is based on an error that is …due to a specific legal restriction that affects the subject property…."

9. For tax year 2011, the Subject Property was subject to legal restrictions imposed by the Declaration of Affirmative Land Use and Restrictive Covenants ("LURA" or "Land Use Restriction Agreement") dated December 11, 2009 between Globe Pacific Associates, an Arizona Limited Partnership and the Arizona Department of Housing (attached as Exhibit 1).

10. For tax year 2011, the Gila County Assessor's Office ("County Assessor") used the cost approach to determine the Subject Property's full cash value.

11. The County Assessor did not make an adjustment to the full cash value of the Subject Property to account for the economic obsolescence on the full cash value of the improvements due to the legal restrictions imposed on the Subject Property.

12. The County Assessor determined the full cash value of the Subject Property as an apartment complex operating without any of the legal restrictions imposed on

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LIHTC properties.

13. The County Assessor determined the 2011 tax year full cash value of the Subject Property without taking into account the ruling in *Cottonwood Affordable Housing v. Yavapai County,* 205 Arizona 427, 72 P.3d 357 (Tax Ct. 2003) ("*Cottonwood Affordable Housing*").

14. For tax year 2011, the full cash value of the Subject Property as determined by the County Assessor is excessive and inequitable because the County Assessor made an "error" in not accounting for the legal restrictions that affect the Subject Property and, thus, failed to properly apply standard and statutory appraisal methods and techniques pursuant to A.R.S. § 42-11001(6).

15. For tax year 2012, the County Assessor assigned a full cash value of $2,885,478 to the Subject Property.

16. Plaintiff administratively appealed the 2012 tax year valuation with the County Assessor.

17. Using the standard in *Cottonwood Affordable Housing*, the County Assessor agreed to reduce the full cash value to $890,919.

18. By proper application of the statutory requirements for the determination of full cash value, the value of the Subject Property for tax year 2011 should be reduced to a full cash value of no more than $600,000.

WHEREFORE, Plaintiff requests that the Court:

A. For tax year 2011, determine and fix the full cash value and the limited property value of the Subject Property at no more than $600,000;

B. Upon the Court's reduction of the Subject Property's full cash and limited values, direct Gila County to return to Plaintiff and its attorneys Frazer Ryan Goldberg & Arnold LLP any and all excess property taxes paid by Plaintiff with interest thereon at the maximum legal rate from the earliest date until paid in full;

C. Award Plaintiff its attorneys' fees, costs and expenses pursuant to A.R.S. §§ 12-341 and 348; and

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D. Grant such other relief as it may deem just and proper.

RESPECTFULLY SUBMITTED this 15th day of August, 2013.

FRAZER RYAN GOLDBERG & ARNOLD, LLP

By: Giselle C. Alexander

Douglas S. John
Giselle C. Alexander
Attorneys for Plaintiff

LAW OFFICES OF
Frazer Ryan Goldberg & Arnold LLP
3101 NORTH CENTRAL AVENUE, SUITE 1600
PHOENIX, ARIZONA 85012
TELEPHONE: (602) 277-2010
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EXHIBIT 1

2009-015224 DR Page: 1 of 29
12/16/2009 04:56:24 PM Receipt #: 09-8042
Rec Fee: $37.00 Pioneer Title Agency Recordings 2
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED, RETURN TO
Arizona Department of Housing
Attn: Rental Program Administrator
1110 W. Washington Street, Suite 310
Phoenix, AZ 85007

DECLARATION OF AFFIRMATIVE LAND USE AND RESTRICTIVE COVENANTS AGREEMENT

2140069

(For Projects Financed With TCAP Funds)

This Declaration of Affirmative Land Use and Restrictive Covenants Agreement (the "Agreement"), dated this 11th day of December, 2009 by and between Globe Pacific Associates, an Arizona Limited Partnership whose address is 430 East State Street, Suite 100, Eagle, ID 83616 and its successors and assigns (the "Owner") and the Arizona Department of Housing, an agency and instrumentality of the State of Arizona, together with any successor and/or assignees to its rights, duties and obligations (the "Department").

RECITALS

WHEREAS, the Department has been designated by the Governor of the State of Arizona pursuant to Arizona Revised Statutes §41-3901 *et seq.*, and §35-728(B) and (E) as the designated housing credit agency for the State of Arizona for allocation of tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended and the United States Department of the Treasury Regulations (collectively, the "Code"); and

WHEREAS, the Owner is or shall be the owner or lessee of a Sixty (60) unit residential rental housing project located on lands within the City of Globe, County of Gila, State of Arizona, the legal description of which is more particularly set forth in Attachment I and is known as Madera Peak Vista (herein the "Project"); and

WHEREAS, the Owner has applied to the Department for an allocation of Tax Credits to the Project; and

WHEREAS, as a condition to the Owner's right to claim Tax Credits the Owner and the Department must execute an Extended Low-Income Housing Commitment as required by Code Section 42(h)(6) and the Project must continuously comply with the other requirements of the Code; and

WHEREAS, based on the Owner's application to the Department for gap financing the Department agreed to provide funds to the Project through the Tax Credit Assistance Program ("the TCAP"), as described in Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5; and

WHEREAS, the Department agreed to loan TCAP funds to the Owner pursuant to the terms and conditions of the TCAP Loan Documents which include the TCAP Written Agreement executed by Owner and the Department and the TCAP Promissory Note and TCAP Deed of Trust executed by the

Owner in favor of the Department and that the Owner's duties and obligations under the TCAP Loan Documents such documents being necessary to ensure compliance with the requirements of the Low Income Housing Tax Credit and the TCAP programs; and

WHEREAS, the Owner has made certain representations to the Department in the Owner's 2008 Low-Income Housing Tax Credit Application and 2009 Gap Financing Application, as they may have been amended or supplemented by the Owner's Carryover Allocation Application, if any, progress reports and the Owner's Final Allocation Application (collectively, the "Application"), which the Department has relied upon in considering the Application for a reservation and allocation of Tax Credits and award of TCAP Funds; and

WHEREAS, the Owner's representations to the Department in the Application include representations, including but not limited to, representations (i) that there will be Fifty-Nine (59) units available for rental and residential use in the Project, but not including any unit occupied by a manager of the Project ("Residential Rental Units"), (ii) that there will be Sixty (60) Residential Rental Units in the Project designated as low income units which will meet the definition of a low income unit as set forth in Section 42(i)(3)(A) of the Code (the "Low Income Units"), (iii) that it shall lease the Low Income Units to individuals or families whose income meets the guidelines set forth in Attachment II attached hereto and (iv) that the Project will have the characteristics (the "Affordable Project Characteristics") set forth on Attachment II hereto; and

WHEREAS, the Project may now or hereafter be encumbered by one or more third party loans identified at Exhibit K to the TCAP Written Agreement (the "Senior Loan"), the indebtedness each of which shall be evidenced by a promissory note, secured by a mortgage or trust deed (which shall be a first lien on the property) and other security instruments (collectively, the "Senior Loan Documents"); and

WHEREAS, the Code requires that the Owner execute and deliver this Agreement in connection with the allocation of Tax Credits to the Project and that this Agreement be recorded in the official land records of the county in which the Project is located to create covenants running with the land for the purpose of ensuring continuing compliance with the requirements of the Code and the Affordable Project Characteristics; and

WHEREAS, based upon the Owner's representations, the Department has agreed to allocate Tax Credits and award TCAP Funds to the Project, provided that the Owner, by entering into this Agreement, consents to be regulated by the Department in order that the Department may enforce the Affordable Project Characteristics and other covenants, terms and conditions of this Agreement; and

WHEREAS, the Owner, under the terms of this Agreement, intends, declares and acknowledges and covenants for itself, its successors and assigns that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project or any portion thereof, are covenants running with the Project land for the term stated herein and are binding upon all subsequent owners of the Project land for such term;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth, and of all other valuable consideration, the Owner and the Department agree as follows:

1. Incorporation. The above recitals are incorporated herein as a substantive portion of this Agreement by signature of the parties herein below.

2009-015224 DR Page: 2 of 29
12/16/2009 04:56:24 PM Receipt #: 09-8042
Rec Fee: $37.00 Pioneer Title Agency Recordings 2
Gila County, Az, Sadie Tomerlin Dalton, Recorder

2. Representations, Covenants and Warranties of Owner. The Owner makes the following representations and warranties in conjunction with the Application to induce the Department to enter into this Agreement and further represents, covenants and warrants to the Department that:

(A) The Owner (i) is a **Limited Partnership** duly organized under the laws of the State of **Arizona**, and qualified to transact business within the State of **Arizona** pursuant to either Title 29 or Title 10, Arizona Revised Statutes; (ii) has the power and requisite authority to own its properties and assets as owned, where owned, and to carry on its business as now being conducted (and as now contemplated by this Agreement, the Loan Documents, and the TCAP Loan Documents); and (iii) has the full legal right, power, and authority to execute and deliver this Agreement and the Loan Documents and to perform all undertakings of the Owner hereunder.

(B) The execution and performance of this Agreement, the Senior Loan Documents, and the TCAP Loan Documents by the Owner (i) will not violate or, if applicable, have not violated any provision of law, rule or regulation, or any order of any court or other governmental agency and (ii) will not violate or, if applicable, have not violated any provision of any indenture agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or its property is bound, and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

(C) The Owner will, at the time of execution and delivery of this Agreement, have good and marketable title to the real property and improvements constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, the Senior Loan Documents or other permitted encumbrances).

(D) There is presently no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Owner's right to carry on business substantially as now conducted (and as now contemplated by this Agreement and the Senior Loan Documents) or which would materially, adversely affect its financial condition. Neither the Owner, its principals, shareholders, managers or general partners, as the case may be, have any judgment entered against them which would, when recorded, constitute a lien against or otherwise impair the security of the Project.

(E) The Project qualifies as residential rental property for the purposes of the Code; the Residential Rental Units of which will be rented or available for rental on a continuous basis to members of the general public as further restricted by Attachment II hereto. The Project consists of one or more proximate buildings or structures containing one or more similarly constructed accommodations containing separate and complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis as the term is defined in the Code and facilities which are functionally related and subordinate to such accommodations. No actions will be taken by the Owner which will in any way affect the use of the Project therefore,

(F) Unless this Agreement is terminated in accordance with paragraph 4 below, the Owner covenants and agrees that during the Compliance Period and the Extended Use Period (as defined in paragraph 3 below) Owner shall not:

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(i) Evict or terminate the tenancy of an existing tenant (other than for good cause) of any Low Income Unit, or

(ii) Increase the gross rent with respect to such Low Income Unit not otherwise permitted by the Code.

(iii) For purposes of this Agreement, the term "Compliance Period" is as defined in I.R.C. § 42(i)(1), to wit: "with respect to any building, the period of 15 taxable years beginning with the first taxable year of the credit period with respect thereto."

(G) The Owner covenants that it will not knowingly take or permit to be taken any action which would have the effect, either directly or indirectly, of subjecting the Owner or the Project to non-compliance with the Code.

(H) The Owner may sell, transfer or exchange the Project or any portion thereof at any time, but the Owner shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Agreement and otherwise subject to the requirements for a sale, transfer or exchange as identified in the Code. This provision shall not act to waive any other restriction on such sale, transfer or exchange as contained in the Code or adopted by the Department.

(I) The Owner further covenants and agrees to pay to the Department such fees in the amounts and at such times as the Department shall, in its sole discretion, reasonably determine and require to Owner to pay for the costs of monitoring the Project by the Department. Monitoring is required by Federal law and may be performed by the Department periodically, but the fees will be assessed no more frequently than annually.

(J) The Owner covenants and agrees not to discriminate on the basis of race, creed, color, sex, age, handicap, marital status or national origin in the leases for occupancy of the Project or in conjunction with the employment or application for employment of any person or persons for the operation and management of said Project, except as provided in Attachment II.

(K) The Owner covenants and agrees that it shall not: (i) grant commercial leases or licenses relating to the Project (other than commercial leases with respect to insubstantial portions of the Project on a square footage basis) or permit the sale, transfer, conveyance or other encumbrance of the Project or any portion thereof (except for Residential Rental Unit leases) during the effective term of this Agreement, provided that this covenant shall not apply to any encumbrance, conveyance or transfer in conjunction with a sale, transfer or other conveyance of the Project that complies with the requirements of the Senior Loan Documents and this Agreement; (ii) demolish any portion of the Project or substantially subtract from any real or personal property comprising the Project; or (iii) permit the use of any Residential Rental Unit for any purpose other than rental housing during the term of this Agreement.

(L) The Owner covenants and agrees that if it shall become aware of any situation, event or condition which would result in non-compliance of the Project or the Owner with the Code, then the Owner shall promptly give written notice thereof to the Department.

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(M) Before the Department prepares and files IRS Form 8609 with the Internal Revenue Service, each lienholder on the Project shall execute and record the Department's current form of a consent and subordination agreement, an example of which is set forth in Attachment III (a "Consent and Subordination Agreement").

(N) Except for those provisions of the Senior Loan Documents which may be contradictory to the provisions of this Agreement and which are not subordinated to the Agreement by any Consent and Subordination Agreement, the Owner warrants that it has not and will not execute any other agreement or otherwise become a party to such an agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede the requirements and conflicts contained in any other agreement. In the event of a conflict between the provisions of this Agreement and the Senior Loan Documents, the provisions of the Senior Loan Documents shall control, except as provided in any executed Consent and Subordination Agreement.

(O) The Owner shall ensure that Low Income Units occupied by low-income tenants shall be of comparable quality to other Residential Rental Units in the Project unless the Owner has elected to exclude such excess costs for non-comparable Low Income Units from eligible basis pursuant to the terms of the Application and the Code.

Subject to any requirements of any Lender as set forth in the Senior Loan Documents, the Owner represents, warrants and agrees that if the Project, or any portion thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner will use its best efforts to repair and restore same to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter operate the Project in accordance with the terms of the Senior Loan Documents and this Agreement. The Department shall be a party to any agreement relating to the use of condemnation proceeds or insurance proceeds from damage to the Project to repair and restore the Project. Provided, however, that if more than 25% of the Project is damaged or destroyed, or shall be condemned or otherwise acquired for public use, the Owner shall not be obligated to repair or restore the Project. If the Owner chooses not to repair or restore the Project, then the Department may review the Project to determine compliance with the requirements of the Code.

(P) The Owner agrees that the Project shall be constructed, placed in service, and operated in compliance with the Applicable Legal Requirements described in Exhibit M to the TCAP Written Agreement.

3. Term of Agreement.

(A) Except as otherwise provided in Paragraph 4 of this Agreement, this Agreement and the restrictions and covenants contained herein with respect to any building which is part of the Project shall be in effect during the "Extended Use Period". The Extended Use Period shall:

(i) Begin on the first day in the Compliance Period on which the building is part of a qualified low-income housing project, and

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(ii) End on the date which is the later of 15 years after the close of the Compliance Period or the date specified in Attachment II.

4. Termination Upon Foreclosure or No Buyer Willing to Maintain Low-Income Status.

(A) Except as otherwise provided in subparagraph 4(b) hereof, the Extended Use Period for any building which is part of the Project shall terminate:

(i) On the date the building is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Internal Revenue Service (the "IRS") determines that such acquisition is part of an arrangement with the Owner (or any successor owner of the Project) a purpose of which is to terminate this Agreement during the term hereof, or

(ii) On the last day of the one-year period beginning on the date (after the 14th year of the Compliance Period) the Owner, or any successor thereto, submits a written request to the Department to find a person to acquire the Owner's interest in the low-income portion of the building, if the Department is unable to present during such period a qualified contract (as defined in Section 42(h)(6)(F) of the Code) for the acquisition of the low-income portion of the building by any person who will continue to operate such portion as a qualified low-income building.

(B) The termination of the Extended Use Period pursuant to subparagraph 4(a) shall not be construed to permit before the close of the three-year period following such termination:

(i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low Income Unit, or

(ii) Any increase in the gross rent with respect to such Low Income Unit not otherwise permitted by the Code.

5. Occupancy Restrictions. The Owner further represents, warrants and covenants that during the Extended Use Period the occupancy restrictions set forth in Attachment II shall be satisfied, and (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low Income Unit, or (ii) any increase in the gross rent with respect to such Low Income Unit not otherwise permitted by the Code.

6. Certifications.

(A) On the date of execution and delivery of this Agreement, the Owner shall notify the Department of the date on which the Residential Rental Units in the Project are first placed in service and deliver the following certifications or documents:

(i) Evidence of transfer of ownership of the Project to the Owner (for projects receiving an acquisition credit);

(ii) For projects requiring a waiver of the ten year holding period requirement in order to obtain a credit for the acquisition of an existing building, a copy of the waiver obtained from the IRS;

(iii) Original certified copy of the Owner's organizational documents, as follows:

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(a) If an individual or individuals, a properly notarized affidavit of ownership;

(b) If a partnership, a copy of the partnership agreement certified by a general partner or the managing general partner;

(c) If a corporation, certified articles of incorporation and a certificate of good standing from the state of incorporation (not more than sixty (60) days old); and

(d) If a trust, a copy of the trust agreement certified by the trustee(s).

(iv) Original certification from the Owner of the actual cost of the Project, if, applicable;

(v) Original certification from the Owner that the Project is in full compliance, that the Project shall continue to comply with the Code during the Compliance Period; that the information supplied in the Application is and will continue to be true and correct as of the time of allocation of tax credit dollars; and that no ownership change shall occur in the Owner (or the general partner of the Owner, if applicable) without the prior written consent of the Department. If not already provided, the Owner shall also certify the Owner's taxpayer identification number;

(vi) Original certification from the Owner that the Owner has minimized the involuntary displacement of low-income households, and that the Project is available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap, except as otherwise provided in Attachment II hereto;

(vii) Original Owner certification as to the actual date the Project was "placed in service" for purposes of the Code;

(viii) Original certificate(s) of occupancy from the municipality or other governmental authority having jurisdiction.

(ix) Original release and indemnification agreement agreeing to release the Department and its counsel from any claim, loss, demand or judgment as a result of allocation of tax credit dollars to the Project or the recapture of tax credit dollars by the IRS; and agreement to indemnify the Department, its counsel, agents and employees from any claim, loss, demand or judgment as a result of allocation of tax credit dollars by the IRS identical in form and content to Attachment IV hereto; and

(x) Any and all other documents required by the Code, the Department, the Rules thereunder and any documents that the Department's counsel may require.

(B) By March 15 of each year, the Owner will submit to the Department certifications as required and referenced thereto in the Department's current compliance manual. In addition, Owner shall annually provide to the Secretary of the United States Department of the Treasury (the "Secretary"), or his designee, an Annual Project Certification Report, Rental Schedule and Annual Utility Certification, with such modifications as the Department shall require based upon the rules or regulations established by the Secretary, at such times as shall be required by the Secretary. A copy of such annual certification shall be provided to the Department.

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7. Rental Restrictions. The Owner represents, covenants and warrants that, except as otherwise provided in Attachment II, (1) once available for occupancy, each Residential Rental Unit in the Project will be rented or available for rental to the public on a continuous basis and that no low-income tenant may be evicted except for good cause and (2) an applicant cannot be denied occupancy in the Project because the applicant holds a voucher or certificate under Section 8 of the Housing Act of 1937.

8. Transfer Restrictions. The Owner covenants and agrees that it will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Project prior to the termination of the rental restrictions and occupancy restrictions provided herein (the "Transfer"), that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the Department, all duties and obligations of the Owner under this Agreement, including this Agreement. The Owner shall deliver the assumption agreement to the Department prior to the Transfer. This limited Transfer restriction does not affect the rights of the first mortgagee to approve the proposed transfer as required under the Senior Loan Documents.

The Owner further covenants and agrees not to dispose of less than all of its interest in any building composing the Project; and that the Owner will require in connection with any such conveyance or Transfer that the prospective transferee specify in any qualified contract (as defined in Section 42(h)(6)(F) of the Code) a price of the non-low-income portion of any building equal to its fair market value.

9. Enforcement.

(A) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Department, to conduct on-site inspections of the Project land and improvements and to inspect any books and records of the Owner regarding the Project and with respect to the incomes of qualifying tenants which pertain to compliance with the provisions of this Agreement and the Code.

(B) In addition to the information provided for in Section 6 of this Agreement, the Owner shall submit any other information, documents or certifications requested by the Department which the Department shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement, the TCAP, and the Code.

(C) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the TCAP, the Code or other applicable law. Moreover, Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary in the opinion of the Department) to comply fully with pertinent law and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service from time to time pertaining to Owner's obligations under the Code and affecting the Project.

(D) The Owner covenants and agrees to inform the Department by written notice of any violation of the Owner's obligations hereunder within five (5) business days of first discovering any such violation, and the Department covenants and agrees to inform the Owner by written notice of any violation of the Owner's obligations hereunder within five (5) business days of first discovering such violation and provide the Owner a reasonable period of time in which to correct such violation. If any such violation is not corrected to the satisfaction of the

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Department within the period of time specified by the Department, which must be at least thirty (30) calendar days after the date any notice to the Owner is mailed, or within such further time as the Department determines is necessary to correct the violation, but not to exceed any limitations set by applicable regulations, without further notice the Department shall declare a default under this Agreement effective on the date of such declaration of default, and the Department may apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to correct non-compliance with this Agreement. The Owner for itself as well as its successors and assigns consents to jurisdiction and venue in the Superior Court of Maricopa County, Arizona for purposes of this provision. The Owner shall be liable to the Department for all costs and expenses (including reasonable attorneys' fees) incurred by the Department in enforcing this Agreement.

(E) The Owner and the Department each acknowledge that the primary purposes for requiring compliance by the Owner with the restrictions provided in this Agreement are to assure compliance of the Project and the Owner with the Code and the TCAP, AND BY REASON THEREOF, THE OWNER IN CONSIDERATION FOR RECEIVING LOW-INCOME HOUSING TAX CREDITS FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT THE DEPARTMENT AND THE LOW-INCOME TENANT(S) (WHETHER PROSPECTIVE, PRESENT OR FORMER OCCUPANTS OF THE PROJECT) (OR EITHER OR ALL OF THEM) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY ARIZONA STATE COURT OF COMPETENT JURIS-DICTION, the Owner hereby further specifically acknowledging that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(F) Notwithstanding the foregoing and unless otherwise provided in the Senior Loan Documents, enforcement of this Agreement shall not serve as a basis for a declaration of default under the Senior Loan Documents or acceleration of the mortgage note or result in any claim under the mortgage or claim against the Project, the mortgage note proceeds, any reserve or deposit made with the first mortgagee in connection with the mortgage loan, or against the rents or other income from the Project.

(G) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Department and all persons interested in Project compliance under the Code. In performing its duties and obligations hereunder, the Department may rely upon statements and certificates of the Owner pertaining to occupancy of the Project. In addition, the Department may consult with counsel, and the authorization and protection in respect of any action taken or suffered by the Department hereunder in good faith and in conformity with the opinion of such counsel shall be applicable to the Department's reliance upon such opinion of counsel.

10. Covenants Run with the Land; Successors Bound Thereby. Upon execution and delivery by the Owner, the Owner shall cause this Agreement and all amendments and exhibits hereto to be recorded and filed in the official records of the county recorder's office in the county in which this Project is located

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and, if applicable, with the recording office of the appropriate Indian tribe if the Project is located on tribal land, and pay all fees and charges incurred in conjunction with recording of this Agreement and all addenda or amendments thereto. Upon recording, the Owner shall immediately transmit or cause to be sent directly from the recorder's office to the Department an executed original of the recorded Agreement showing the date, book and page number of recording. The Owner acknowledges and agrees that the Department will not issue IRS Form(s) 8609 constituting final allocation of the credit unless and until the Department has received a recorded executed original of this Agreement. Where pertinent, the Department may require Owner to furnish a preliminary title report for the property prior to or after recordation of this Agreement.

The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project and land upon which the Project is constructed that, during the term of this Agreement, all of the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Project, encumbering the Project and land upon which the Project sits for the term of this Agreement, and are binding upon the Owner's successors in title and all subsequent owners and operators of the Project and the land upon which the Project sits, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to the Department and any past, present, or prospective low-income tenant of the project) and its and their respective successors and assigns during the term of this Agreement. The Owner hereby agrees that any and all requirements of the laws of the State of Arizona to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate or title are intended to be satisfied hereby, or in the alternative, that an equitable servitude has been created to ensure that these restrictions will run with the land. For the longer of the period this credit is claimed or the term of this Agreement (including, if applicable, the three year period described in subparagraph 4(b) hereof), each and every contract, deed or other instrument hereinafter executed conveying the Project or any portion thereof shall expressly provide that such conveyance is subject to this Agreement, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project or any portion thereof provides that such conveyance is subject to this Agreement.

The Owner further covenants and agrees to obtain the consent of any prior recorded lien holder on the Project to this Agreement and the recording thereof, and such consent shall be a condition precedent to the issuance of the IRS Form(s) 8609 constituting final allocation of the credit to this Project.

11. Interpretation. Any terms not defined in this Agreement shall have the same meaning as terms defined in the Code and, as applicable, Title XII of the 2009 Recovery and Reinvestment Act. Furthermore, the Owner's duties and obligations under the TCAP Loan Documents shall be interpreted and construed whenever possible in conjunction with this Agreement as necessary to comply with the requirements of the Low Income Housing Tax Credit and the TCAP programs.

12. Amendment. This Agreement may be amended with the prior written approval of the Department to correct factual errors contained herein or to reflect changes in pertinent law, the Code and any ruling promulgated thereunder. No amendment to this Agreement may be made without the prior written approval of the Department. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Department's legal counsel, are reasonably necessary or desirable to correct factual errors or for maintaining compliance under the Code.

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13. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

14. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Department:	Arizona Department of Housing 1110 W. Washington Street, Suite 310 Phoenix, AZ 85007 Attention: Rental Programs Administrator
To the Owner:	Globe Pacific Associates, an Arizona LP 430 East State Street, Suite 100 Eagle, ID 83616 With copies to: Boston Capital Corporate Tax Credit Fund XXXII, A Limited Partnership C/o Boston Capital Partners One Boston Place, Suite 2100 Attn: Madera Peak Asset Management And Holland and Knight LLP 10 St. James Avenue Boston, MA 02116 Attn: Douglas W. Clapp, Esq.

The Department, and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates or other communications shall be sent.

15. Governing Law. This Agreement shall be governed by the laws of the State of Arizona and, where applicable, the laws of the United States of America. In accordance with Arizona law, the Department and State of Arizona may cancel this Agreement without penalty or further obligation under the provisions of Arizona Revised Statutes Section 38-511. The parties further agree to use arbitration to the extent required by Arizona Revised Statutes Section 12-1518.

16. Project De-certification. Notwithstanding anything in this entire Agreement to the contrary, upon the failure of the Owner to comply fully with the Code, the covenants and agreements contained herein or with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the IRS or the Department from time to time pertaining to the obligations of the Owner as set forth therein or herein, the Department may, and in addition to all of the remedies provided by law or in equity, request the IRS to decertify the Project for Tax Credits and to immediately commence recapture of the tax credit dollars heretofore allocated to the Project.

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17. Survival of Obligations. The obligations of the Owner as set forth herein and in the Application shall survive the allocation of tax credit dollars and shall not be deemed to terminate or merge with the awarding of the allocation.

18. Cure By Owner's Limited Partners: Department hereby agrees that any cure of any event of default hereunder made or tendered by the limited partners of the Owner shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as it made or tendered by the Owner.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the day and year first above written.

"OWNER"
Globe Pacific Associates, an Arizona L.P.

By Caleb Boope

Title Mgr, Boope, LLC, G.P.

ARIZONA DEPARTMENT OF HOUSING
ITS SUCCESSORS AND/OR ASSIGNS

By
Michael Trailor, Director

State of Idaho

County of Ada

The foregoing instrument was acknowledged before me this 4th day of December 2009, by Caleb Boope, the Manager of Boope, LLC, G.P. of ~~an~~ Globe Pacific Associates, an AZLP on behalf of the partnership

(Seal and Expiration Date)

DENISE R. CARTER
NOTARY PUBLIC
STATE OF IDAHO

Notary Public
Exp. 7-11-13

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this 11th day of December, 2009 by Michael Trailor, the Director of the Arizona Department of Housing, its successors and/or assigns, an Arizona political subdivision corporation, on behalf of the corporation.

(Seal and Expiration Date)

LISA A. ROTH
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 04, 2013

Notary Public

Commission Expires

TCAP Rev. Sept 11, 2009

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ATTACHMENT I

PARCEL NO. 1

Parcel "C" as shown on Record of Survey Map/Minor Land Division recorded March 7, 2007 as Survey Map No. 3305, records of Gila County, Arizona, lying within the Southeast quarter of Section 34, Township 1 North, Range 15 ½ East, of the Gila and Salt River Base and Meridian, Gila County, Arizona.

EXCEPT a parcel of land located on Parcel C as shown on Record of Survey 3305, Gila County Records, located in Section 34, Township 1 North, Range 15 ½ East, Gila and Salt River Base and Meridian, Gila County, Arizona. The said parcel is more particularly described as follows:

Beginning at the Northwesterly corner of Lot 14 of Skyline Drive Supplement No. Two, a Subdivision as recorded on Map 412, Gila County Records;

THENCE North 56° 24' 35" East along the Northwesterly line of said Lot 14, 117.22 feet to the Northeasterly corner of said Lot 14;

THENCE North 56° 02' 45" West, 3.79 feet

THENCE South 66° 10' 38" West, 8.85 feet;

THENCE South 56° 24' 35" West, 107.05 feet:

THENCE South 33° 35' 25" East, 5.00 feet to the Point of Beginning.

EXCEPT a parcel of land located on Parcel C as shown on Record of Survey 3305, Gila County Records, located in Section 34, Township 1 North, Range 15 ½ East, Gila and Salt River Base and Meridian, Gila County, Arizona. The said parcel is more particularly described as follows:

Beginning at the Northwesterly corner of Lot 15 of Skyline Drive Supplement No. Two, a Subdivision as recorded on Map 412, Gila County Records;

THENCE North 67° 36' 47" East along the Northwesterly line of said Lot 15, 96.12 feet to the Northeasterly corner of said Lot 15:

THENCE North 33° 35' 25" West, 5.00 feet;

THENCE South 69° 44' 14" West, 26.31 feet;

THENCE South 62° 43' 55" West, 69.10 feet to the Point of Beginning.

EXCEPT a parcel of land located on parcel C as shown on Record of Survey 3305, Gila County Records, located in Section 34, Township 1 North. Range 15 ½ East, Gila and Salt River Meridian, Gila County, Arizona. The said parcel is more particularly described as follows:

Beginning at the Northwesterly corner of Lot 13 of Skyline Drive Supplement No. Two, a Subdivision as recorded on Map 412. Gila County Records;

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THENCE North 84° 53' 24" East along the northerly line of said Lot 13, 35.92 feet;

THENCE North 32° 41' 22" West, 14.91 feet;

THENCE South 66° 10' 38" West, 33.75 feet;

THENCE South 56° 02' 45" East, 3.79 feet to the Point of Beginning.

PARCEL NO. 2.

A slope and drainage easement over the Southeast 15.00 feet of Lot F of the Supplement to Skyline Drive as shown of Map 137, Gila County Records, located in Section 34, Township 1 North, Range 15 ½ East, Gila and Salt River Meridian, Gila County, Arizona.

PARCEL NO. 3

A slope and drainage easement over the following:

A parcel of land located on Parcel B as shown on Record of Survey 3305, Gila County Records, located in Section 34, Township 1 North, Range 15 ½ East, Gila and Salt River Meridian, Gila County, Arizona. The said parcel of land is more particularly described as follows:

Commencing at the Southerly corner of said Parcel B;

THENCE North 53° 47' 14" East along the Southeasterly line of said Parcel B, 40.03 feet to a point on the East line of a 40 foot wide easement as described in Fee 2001-503, Gila County Records, said point being the Point of Beginning;

THENCE North 38° 27' 59" West along the East line of the said easement, 129.57 feet;

THENCE South 62° 26' 06" East, 63.66 feet;

THENCE North 60° 58' 31" East, 48.79 feet;

THENCE South 64° 23' 55" East, 63.83 feet to a point 10.00 feet normally distant Northwest of the Southeasterly line of said Parcel B;

'THENCE North 53° 47' 14" East, along a line parallel with the Southeasterly line of said Parcel B, 203.95 feet;

THENCE North 21° 27' 48" West, 31.94 feet;

THENCE North 36° 00' 19" East, 77.48 feet to a point on the Southwesterly line of Lot F of the Supplement to Skyline Drive, a Subdivision as recorded on Map 137, Gila County Records;

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THENCE South 34° 37' 49" East along the Southwesterly line of said Lot F, 15.12 feet to the Southerly corner of said Lot F;

THENCE South 00° 51' 47" East along the Southeasterly line of said Parcel B, 60.61 feet;

THENCE South 53° 47' 14" West, continuing along the Southeasterly line of said Parcel B, 351.96 feet to the Point of Beginning.

PARCEL NO. 4

An ingress, egress and slope easement over a portion of Lot 15 of Skyline Drive Supplement No. 2, a Subdivision as shown on Map 412, Gila County Records, located in Section 34, Township 1 North, Range 15 ½ East, Gila and Salt River Meridian, Gila County, Arizona, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 15;

THENCE North 67° 36' 47" East along the Northerly line of said Lot 15, 25.00 feet;

THENCE South 13° 26' 20" West, 14.69 feet to a point 12.00 feet normally distant Northeast of the Westerly line of said Lot 15;

THENCE South 40° 05' 36" East along a line 12.00 feet normally distant Northeast of the Westerly line of said Lot 15, 98.37 feet to the Northerly Right of Way line of Saguaro Drive;

THENCE along the said Northerly Right of Way line, along a non-tangent curve concave to the North, whose center bears North 06° 56' 33" West, and having a radius of 151.40 feet, for an arc length of 11.26 feet;

THENCE continuing along the said Northerly Right of Way line, along a tangent curve to the left, concave to the South and having a radius of 114.10 feet, for an arc length of 3.50 feet to the Southwesterly corner of said Lot 15;

THENCE North 40° 05' 36" West along the Southwesterly line of said Lot 15, 106.13 feet to the Point of Beginning.

PARCEL NO. 5

A parcel of land located on Lot 13 of Skyline Drive Supplement No. Two, a Subdivision as recorded on Map 412, Gila County Records, located in Section 34, Township 1 North, Range 15 ½ East, Gila and Salt River Meridian, Gila County, Arizona. The said parcel is more particularly described as follows:

Commencing at the Northwesterly corner of said Lot 13;

THENCE North 84° 53' 24" East along the Northerly line of said Lot 13, 35.92 feet to the Point of Beginning;

THENCE continuing North 84° 53' 24" East along the Northerly line of said Lot 13, 41.20 feet;

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THENCE South 62° 55' 20" West, 36.70 feet;

THENCE North 32° 41' 22" West, 15.49 feet to the Point of Beginning.

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ATTACHMENT II

PROJECT UNIT CHARACTERISTICS

Termination Date for Extended Use Period: December 31, 20_51_.

(A) The termination of the Extended Use Period pursuant to subparagraph 4(a) shall not be construed to permit before the close of the three-year period following such termination:

(i) The eviction or termination of tenancy (other than for good cause) of an existing tenant of any Low Income Unit, or

(ii) Any increase in the gross rent with respect to such Low Income Unit not otherwise permitted by the Code.

(B) Low Income Housing Tax Credit Program Occupancy Restrictions:

This paragraph sets forth the occupancy restrictions for the Low Income Housing Tax Credit Program (see 26 U.S.C. § 42 and Treasury Regulation § 1.42 et seq.). In the event that the HOME Investment Partnership program or Arizona Housing Trust Fund restrictions arise under a separate declaration, the more restrictive requirements shall apply through out the term of any such declaration. Pursuant to the commitments made in the application submitted for the Project, the following occupancy restrictions must be satisfied for the Project not later than the close of the first year of the credit period for such Project. With respect to determining income and qualifying tenants for the preference categories listed below, the Department will utilize the federal requirements and procedures applied in determining compliance with the "20/50" and "40/60" tests, e.g., the 140% rule and the Available Unit rule, provided however, the Available Unit rule for preferences may be applied Project wide and is not restricted to each building. For purposes of Attachment II, income shall mean household income.

(i) In addition to any set-asides stated above, at least Ten (10) Low-Income Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 40% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "40% AMGI low-income tenants"). Eight (8) one-bedroom units and Two (2) two-bedroom units will be occupied by individuals or families whose income meets the above referenced AMGI. The determination of whether an individual or family is a 40% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 40% AMGI low-income tenant(s) and the current year applicable income limit. Any Low-Income Residential Rental Unit occupied by a individual or family who is a 40% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 40% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 40% AMGI low-income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 40% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in the project

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(excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 40% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

(ii) In addition to any set-asides stated above, at least Twenty-Seven (27) Low-Income Residential Rental Units in the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 50% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "50% AMGI low-income tenants"). Twenty-Two (22) one-bedroom units and Five (5) two-bedroom units will be occupied by individuals or families whose income meets the above referenced AMGI. The determination of whether an individual or family is a 50% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 50% AMGI low-income tenant(s) and the current year applicable income limit. Any Low-Income Residential Rental Unit occupied by a individual or family who is a 50% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 50% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the current year applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the current year applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 50% AMGI low-income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 50% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in the Project (excluding the over-income units) equals the percentage of Low-Income Residential Rental Units which are required to be rented pursuant to this agreement to 50% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

(iii) In addition to any set-asides stated above, all the remaining Low Income Residential Rental Units (i.e., Twenty-Two (22) units in the event there is a unit occupied by a manager of the Project, otherwise Twenty-Three (23) units) in each participating building of the Project shall be occupied (or treated as occupied as provided herein) by individuals or families whose income is 60% or less of the area median gross income as determined in accordance with the Code (said tenants to be referred to herein, collectively, as "60% AMGI low-income tenants"). Eighteen (18) one-bedroom units and Five (5) two-bedroom units will be occupied by individuals or families whose income meets the above referenced AMGI. The determination of whether an individual or family is a 60% AMGI low-income tenant shall be made at least annually on the basis of the current certified income of such 60% AMGI low-income tenant(s) and the initial applicable income limit. Any Low-Income Residential Rental Unit occupied by a individual or family who is a 60% AMGI low-income tenant at the commencement of occupancy shall continue to be treated as if occupied by a 60% AMGI low-income tenant so long as the qualifying tenant's income does not increase above 140% of the initial applicable income limit. For each qualifying tenant whose income subsequently exceeds 140% of the initial applicable income limit, such qualifying tenant's Low-Income Residential Rental Unit will continue to be treated as if occupied by a 60% AMGI low-income tenant so long as during the period of noncompliance each available Low-Income Residential Rental Unit of a comparable or smaller size is rented to a tenant who is a 60% AMGI low-income tenant. Once the percentage of Low-Income Residential Rental Units in each building of the Project (excluding the over-income units) equals the percentage of Low-Income Residential Rental

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Units which are required to be rented pursuant to this agreement to 60% AMGI low-income tenants, failure to maintain the over-income units as low-income units has no significance.

(C) Over-income units may be converted to market rate units without violating the Available Unit Rule if there are enough Residential Rental Units such that the over-income units are not needed to meet the total low-income units for which the total credit for the building are based.

(D) As a condition to occupancy, each person who is intended to be a low-income Tenant shall be required to sign and deliver to the Owner a Resident Certification Form in the form of Exhibit E of the Compliance Manual. In addition, such person shall be required to provide whatever other information, documentation or certifications deemed necessary by the Department to substantiate the income certification.

(E) The form of lease to be utilized by the Owner in renting any Residential Rental Units in the Project to any person who is intended to be a low-income tenant shall provide for immediate termination of the lease and eviction in accordance with Arizona Revised Statues for failure to qualify as a low-income tenant as a result of any material misrepresentation made by such person with respect to the income certification, or any material misrepresentation made in conjunction with execution of the lease or the failure by such tenant to execute an income certification at least annually.

(F) Income certifications shall be maintained on file at the Project with respect to each low-income tenant who resides in a Low Income Unit or resided therein during the immediately preceding calendar year, and the Owner will, promptly upon receipt, file a copy thereof with the Department if so requested by the Department.

(G) At least Zero (0)% of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals or individuals or families, where at least one member of the individual or family meets one or more of the following criteria (enter number of Residential Rental Units after each):

i. Homeless persons or families (Zero (0) Residential Rental Units);

ii. Seriously Mentally Ill Persons, *i.e.*, adults whose emotional or behavioral functioning is so impaired as to interfere with their capacity to remain in the community without supportive treatment. The mental impairment is severe and persistent and may result in a limitation of their functional capacities for primary activities of daily living, interpersonal relationships, homemaking, self-care, employment or recreation. The mental impairment may limit their ability to seek or receive local, state or federal assistance such as housing, medical and dental care, rehabilitation services, income assistance, or protective services (Zero (0) Residential Rental Units);

iii. Seriously Emotionally Disturbed, *i.e.*, persons between birth and age 18 who currently or at any time during the past year have had a diagnosable mental, behavioral, or emotional disorder that resulted in a functional impairment which substantially interferes with or limits the person's role or functioning in family, school, or community activities. Seriously emotionally disturbed persons are to be certified by a referral agency recognized by the Department. (Zero (0) Residential Rental Units);

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iv. Developmentally Disabled Persons suffering from a severe, chronic condition attributable to a physical or mental impairment manifesting itself before the age of 22 and likely to continue indefinitely. Developmentally Disabled Persons are to be certified by a referral agency recognized by the Department. (Zero (0) Residential Rental Units);

v. Victims of AIDS/HIV, as certified by a licensed M.D. (Zero (0) Residential Rental Units)

vi. Victims of domestic violence, as certified by referral agency recognized by the Department (Zero (0) Residential Rental Units).

vii. Victims of chronic substance abuse, as certified by a referral agency recognized by the Department (Zero (0) Residential Rental Units)

viii. Physically Disabled Persons suffering from a physical impairment that substantially limits one or more major life activity or have a record of such impairment (Zero (0) Residential Rental Units)

(D) At least One Hundred (100) % of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals or families, where at least one individual in each unit will be 55 years of age or older.

(E) At least Zero (0) % of the Low Income Residential Rental Units of the Project shall be occupied (or treated as occupied) by individuals in each unit who are 62 years of age or older and are receiving supportive services.

Management Units. The Owner acknowledges that the Project will contain Sixty (60) residential units, of which One (1) are occupied by a manager or maintenance individual and are considered management units included in the common area, leaving Fifty-Nine (59) rent-commanding units. Of the Fifty-Nine (59) rent-commanding units, Zero (0) are to be rented at market rates and Fifty-Nine (59) at restricted, low-income rents.

Amenities and Design Features: The Owner acknowledges that the following amenities and design features will be included in the Project upon completion of construction:

The Project will contain Gross Floor Area of 43,300 square feet and Net Rentable Area of 40,800 square feet. The project will consist of nine (9) single-story buildings, each containing residential units. The project's unit mix will include forty-eight (48) one bedroom one bathroom units, each containing 650 square feet, and twelve (12) two bedroom one bathroom units each containing 800 square feet. Project parking will consist of one hundred eleven (111) total spaces.

Agreed upon Amenities for the project will be as follows:

Range	Dishwasher	Air Conditioner
Refrigerator	Microwave	Washer & Dryer Hookups
Disposal	Kitchen Exhaust Fan	

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Agreed upon Design Features specifically installed in the project include:

Pool (1)	BBQ Area
Community Room	Picnic Area
Common Laundry Area	

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ATTACHMENT III
EXAMPLE

When recorded return to:

Arizona Department of Housing
Attn: Rental Program Administrator
1110 W. Washington Street, Suite 310
Phoenix, AZ 85007

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT ("Agreement") is made and entered into as of this ____day of _____, 200__, by and between the ARIZONA DEPARTMENT OF HOUSING, an agency and instrumentality of the State of Arizona (the "Department") together with any successors and/or assignees to its rights, duties and obligations; _____, a (n) _____ ("Senior Lender"); and is agreed to by _____, a(n) _____ ("Owner").

RECITALS:

WHEREAS, the Department has been designated by the Governor of the State of Arizona pursuant to Arizona Revised Statute Section 41-3901 *et seq.*, and by the Arizona Revised Statutes Section 35-728(B) and (E) as the designated housing credit agency for the State of Arizona for allocation of federal Tax Credits in conjunction with Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended and the United States Department of the Treasury Regulations (the "Code");

WHEREAS, the Owner is or shall acquire a fee or lessee's interest in a _____ unit residential rental housing project located on lands within the City of _____, County of _____, State of Arizona, the legal description of which is more particularly set forth in the Deed of Trust (as hereafter defined), and is incorporated herein by this reference (the "Project");

WHEREAS, in connection with the Owner's acquisition of its interest in the Project, [enter lender name] the Senior Lender, made a loan in the original principal amount of $_____ to Owner (the "Senior Loan"). The Senior Loan is evidenced by that certain promissory note in the original principal amount of $_____ made by the Owner to the order of the Lender (the "Senior Note");

WHEREAS, the Owner's repayment of the Senior Loan and performance of the terms of the Senior Note is secured by the a lien on the Project created by that certain Senior Deed of Trust, Assignment of Rents and Security Agreement dated _____, 2000 and recorded on _____, 200_ in the official records of the State of Arizona, County of _____ Recorder's Office at Instrument No. _____ (the "Senior Deed of Trust") (the Senior Note, the Senior Deed of Trust and each and every other document and instrument executed by the Owner in connection with the making of the Loan by the Lender are collectively referred to as the "Senior Loan Documents");

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WHEREAS, the Department and the Owner have entered into that certain Declaration of Affirmative Land Use And Restrictive Covenants Agreement dated _____, 200_, and recorded in the official records of the State of Arizona, County of _____ Recorder's Office, Instrument No. _____ (the "Declaration") pursuant to which, under the terms of the Declaration, the Department shall allocate federal tax credits under the Low Income Housing Tax Credit program ("Tax Credits")as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended and the United States Department of the Treasury Regulations (collectively, the "Code")to the Project;

WHEREAS, the allocation of the Tax Credits to the Project by the Department is of material benefit to the Lender;

WHEREAS, certain provisions of the Declaration are required by federal law to protect the rights of the Project's tenants in the event the Project is acquired by foreclosure or instrument in lieu of foreclosure; and

WHEREAS, the Department requires the execution and delivery of this Agreement by the Lender and the Owner as a condition to the Department's entering into the Declaration.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Consent to Execution. The Lender hereby consents to the execution by the Owner of the Declaration.

3. Subordination. The Lender hereby subordinates its lien(s) to the rights and interests created pursuant to Section 4(b) of the Declaration such that a foreclosure (or the execution of an instrument in lieu of foreclosure) shall not extinguish such rights and interests.

4. Acknowledgment and Agreement Regarding Three-Year Period After Termination. The Lender acknowledges and agrees that pursuant to Section 4(a) of the Declaration, the Declaration will terminate on the date the project is acquired by foreclosure or instrument in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with the Owner a purpose of which is to terminate such period); provided, however, Lender hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 4(b) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the Project.

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5. Senior Loan Documents. The Lender agrees that should any provision of any Senior Loan Document purport to limit or impair any rights of the Department under Section 4(b) of the Declaration, then such provision shall be null and void and of no force and effect.

6. Absolute Subordination. The Department shall have absolutely no duty or responsibility, and the priority of the provisions of Section 4(b) of the Declaration over the Senior Loan Documents shall in no way be affected or diminished by any failure of the Department regarding any act or omission by the Department relating to the provisions of Section 4(b) of the Declaration, the Owner or otherwise.

7. Controlling Instrument. In the event of any conflict between this Agreement and any of the Senior Loan Documents, this Agreement shall control.

8. Successors, Assigns and Participants. This agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, participants, successors and assigns.

9. Counterparts. This agreement may be executed in any one or more counterparts, each of which in the aggregate shall constitute one and the same Agreement.

10. Governing Law. This Agreement shall be controlled by, governed in accordance with and enforced under the internal laws of the State of Arizona without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the day and year first above written.

AGREED AND ACKNOWLEDGED:

ARIZONA DEPARTMENT OF HOUSING
ITS SUCCESSORS AND/OR ASSIGNS

"OWNER":

_____

_____

By_____

Its_____

By _____

It's_____

SENIOR LENDER:

_____,

a (n) _____

By_____

Its_____

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State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____day of _____, 200_, by_____, the _____ of Arizona Department of Housing, its successors and/or assigns an agency and instrumentality of the State of Arizona, on behalf of the State.

(Seal and Expiration Date)

_____
Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____of _____, a (n) _____, on behalf of the _____.

(Seal and Expiration Date)

_____
Notary Public

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, the _____of _____, a (n) _____, on behalf of the _____.

(Seal and Expiration Date)

_____
Notary Public

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ATTACHMENT IV

RELEASE AND INDEMNIFICATION

The undersigned Federal Low Income Housing Tax Credit applicant acknowledges, covenants and agrees that it has not relied upon or sought any information from the Arizona Department of Housing, its successors and/or assigns, its agents, counsel or employees in conjunction with the application for, issuance of and reporting to the federal government of an allocation of Tax Credits. In conjunction with the undersigned's application and allocation of Tax Credits, the undersigned acknowledges and agrees that it shall hereby release the Department, its agents, counsel and employees from any claim, loss, demand or judgment as a result of allocation of federal low income housing tax credit dollars to the Project or the recapture of tax credit dollars by the Internal Revenue Service to include any interest and penalties thereon; and the undersigned does hereby further agree for itself, its successors and assigns to indemnify the Department, its agents, counsel and employees from any claim, loss, demand or judgment, to include reasonable attorney's fees as a result of allocation of tax credit dollars by the Department in the event of an assessment and deficiency determination or otherwise by the Internal Revenue Service.

DATED: _____, 200_.

OWNER:

By_____

Title_____

STATE OF_____

COUNTY OF_____

The foregoing was acknowledged before me by _____, this _____ day of _____, 200_.

_____
Notary Public

My Commission Expires:

_____

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ATTACHMENT V

REQUIRED PROVISION FOR TRIBAL LEASE AGREEMENT

Notwithstanding anything to the contrary contained herein, should there be any conflict between the terms of this Lease and the Declaration of Affirmative Land Use and Restrictive Covenant Agreement between the Lessee and the Arizona Department of Housing dated _____ __, 200__, the terms of such Declaration of Affirmative Land Use and Restrictive Covenant Agreement ("Declaration") shall control. The terms of this Lease are unconditionally subordinated at all times and under all circumstances to the Declaration. Further, the Lessor unconditionally agrees to any amendments to such Declaration of Affirmative Land Use and Restrictive Covenant Agreement to correct factual errors or as are necessary to comply with the provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder which are now, or may in the future be, effective.

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ATTACHMENT VI
Compliance Certification

_____ (the "Developer") does hereby certify to the following:

A) The Federal Tax ID Number for _____ (the "Project Owner") is:_____.

B) The Project, _____, is in full compliance with the Code and the Regulations, and the Project shall continue to comply with the Code and the Regulations during the Compliance Period as required by the Code; that the information supplied in the Application is and will continue to be true and correct as of the time of allocation of tax credit dollars; and that no ownership change will occur in the "Developer"/"Project Owner" without the prior written consent of the Department.

C) The Project is in full compliance minimizing the involuntary displacement of low-income households, and that the Project is available for occupancy by all persons regardless of race, national origin, religion, creed, sex, age or handicap.

D) The date the Project was "placed in service" is _____.

_____ Date:_____
General Partner

By:_____

Title:_____

State of :
County of :

The foregoing instrument was acknowledged before me this ___ day of _____, 200__ by _____, the _____ of _____ an _____ corporation, on behalf of the corporation.

(Seal and Expiration Date) _____
Notary Public

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ARF-2131 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Kendall Rhyne, Court Administrator	Submitted By:	Sylvia Hernandez, Probation Officer Manager, Superior Court
Department:	Superior Court	Division:	Probation Department
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	March 31, 2013 to March 31, 2014	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment Nos. 5, 6, 7, 8, to Contract No. A11PC00100 with the Bureau of Indian Affairs, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The detention center provides housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting adjudication, serving sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within the agency's jurisdiction.

Evaluation

Amendment No. 5 to Contract No. A11PC00100 increases the total contract amount by $30,000 for payment purposes.

Amendment No. 6 to Contract No. A11PC00100 changes the accounting data cited in Modification No. 5 from HOL400 2012 2013 J3120 258A to K0L400 2012 2013 J3120 258A.

Amendment No. 7 to Contract No. A11PC00100 changes the accounting data cited in Modification No. 6 from KOL400 2012 2013 J3120 258A to K0L400 2012 2013 J3130 258A.

Amendment No. 8 to Contract No. A11PC00100 extends the term of the contract from March 31, 2013, to March 31, 2014 for detention and medical services. This action was delayed by factors relating to the implementation of the Financial and Business Management System (FBMS). As funding becomes available, the contract will be increased by modification action.

In addition, Amendment No. 8 to Contract No. A11PC00100 increases the total amount by .01, from $113,400.00 to $113,400.01.

Conclusion

Amendment No. 5 to Contract No. A11PC00100 increases the contract amount by $30,000 for payment purposes.

Amendment Nos. 6 & 7 to Contract No. A11PC00100 changes the accounting data identifiers.

Amendment No. 8 to Contract No. A11PC00100 allows the Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs by extending the contract from March 31, 2013, to March 31, 2014, and increasing the total amount by .01, from $113,400.00 to $113,400.01.

Recommendation

The Gila County Probation Department recommends the approval of Amendment Nos. 5, 6, 7, and 8 to Contract No. A11PC00100 with the Bureau of Indian Affairs.

Suggested Motion

Approval of Amendment Nos. 5, 6, 7, and 8 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, of which the substantive changes include increasing the contract amount by $30,000 for payment purposes; extending the term of the contract from March 31, 2013, to March 31, 2014, for detention and medical services; and increasing the contract amount by .01 for a total contract amount of $113,400.01.

Attachments

Amendment No 8
Amendment No 7
Amendment No 6
Amendment No 5
Amendment No 4
Amendment No 3
Amendment No 2
Amendment No 1
Contract No A11PC00100
Legal Explanation

Amendment No. 0008

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County

on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0008

3. EFFECTIVE DATE 06/05/2013

4. REQUISITION/PURCHASE REQ. NO. 0040092198

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE A11

DOI, BIA WRO
Contracting Office
2600 N CENTRAL AVENUE
SUITE 400 MAILROOM
Phoenix AZ 85001

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

GILA, COUNTY OF
Attn: ATTN Government POC
5515 S APACHE AVE STE 100
GLOBE

CODE 0070849786 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100

10B. DATED *(SEE ITEM 13)* 08/30/2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $.01
01

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR Clause 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. Exercise the option to extend the term of the contract from March 31, 2013 to March 31, 2014 for detention and medical services. This action was delayed by factors relating to the implementation of FBMS. As funding becomes available, the contract will be increased by modification action.

B. Increase the total amount by .01, from $113,400.00 to $113,400.01.

VENDOR CODE: 147259191
Legacy Doc #: A11PC00100
Delivery: 03/31/2014
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*
Michael A. Pastor, Chairman

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
GERALD KNOX

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Gerald Knox
(Signature of Contracting Officer)

16C. DATE SIGNED 06/05/2013

NAME OF OFFEROR OR CONTRACTOR
GILA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Terms: ACCP Delivery Location Code: 0009062031 BIA WRO MAILROOM 2600 N CENTRAL AVENUE PHOENIX AZ 85004 US Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKLH04000 Functional Area: A0J313030.T57500 Fund: 134A2100DD Fund Center: AAKLH04000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2014				
00010	Extend Detention Contract to 03/31/2014 Obligated Amount: $.01 IT Approval Num: N POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				.01

Attest:

_____
Marian Sheppard, Clerk

Approved as to form:

_____
Bryan Chambers,
Deputy Attorney Principal

Amendment No. 0007

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County

on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0007	08/30/2012		

6. ISSUED BY CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

7. ADMINISTERED BY *(If other than Item 6)* CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. CHANGE the accounting data cited in Modification No. 0006:
From: K0L400 2012 2013 J3120 258A
To: K0L400 2012 2013 J3130 258A

The total increased amount of $30,000.00 remains the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Michael A. Pastor, Chairman		Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Gerald Knox *(Signature of Contracting Officer)*	08/30/2012

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost

VENDOR CODE: 147259191

No Changed Line Item Fields

Previous Total:	$113,400.00
Modification Total:	$0.00
Grand Total:	$113,400.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

_____
Marian Sheppard, Clerk

Approved as to form:

_____
Bryan Chambers,
Deputy Attorney Principal

Amendment No. 0006

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County

on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0006	08/28/2012		

6. ISSUED BY CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

7. ADMINISTERED BY *(If other than Item 6)* CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

2012 - 2013 - - K0L400 - - 258A - - J3120 - - - - - - - - - $30,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. CHANGE the accounting data cited in Modification No. 0005:
From : H0L400 2012 2013 J3120 258A
To: K0L400 2012 2013 J3120 258A

The total increased amount of $30,000.00 remains the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Michael A. Pastor, Chairman		Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Gerald Knox *(Signature of Contracting Officer)*	08/28/2012

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division		Closed FYs	Cancelled Fund								

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost

VENDOR CODE: 147259191

No Changed Line Item Fields

Previous Total:	$113,400.00
Modification Total:	$0.00
Grand Total:	$113,400.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Funding Strip Code	Change in Funded Amount
2012 - 2013 - - K0L400 - - 258A - - J3120 - - - - - - - - - -	$30,000.00

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

_____

Marian Sheppard, Clerk

Approved as to form:

_____

Bryan Chambers,
Deputy Attorney Principal

Amendment No. 0005

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County

on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0005	08/25/2012		

6. ISSUED BY CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

7. ADMINISTERED BY *(If other than Item 6)* CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

2012 - 2013 - - H0L400 - - 258A - - J3120 - - - - - - - - - $30,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. INCREASE the total contract amount by $30,000.00 for payment purpose.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Michael A. Pastor, Chairman		Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Gerald Knox *(Signature of Contracting Officer)*	08/25/2012

Total Funding: $113,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
VENDOR CODE: 147259191						
0003	Option Year 1 - Contracted bed space for Tribal offenders Change in Unit Price	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	$30,000.00	$30,000.00 OPTION PERIOD

Previous Total: $83,400.00
Modification Total: $30,000.00
Grand Total: $113,400.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Funding Strip Code	Change in Funded Amount
2012 - 2013 - - H0L400 - - 258A - - J3120 - - - - - - - - -	$30,000.00

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

_____

Marian Sheppard, Clerk

Approved as to form:

_____

Bryan Chambers,
Deputy Attorney Principal

Amendment No. 0004

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIF ATION OF CONTRACT

CONTRACT ID CODE	Page 1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0004	05/31/2012		

6. ISSUED BY CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

7. ADMINISTERED BY *(If other than Item 6)* CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. DECREASE the total contract amount by $17,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Tommie C. Martin, Chairman	Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 8/7/12
16B. United States of America BY Gerald Knox *(Signature of Contracting Officer)*	16C. DATE SIGNED 05/31/2012

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
VENDOR CODE: 147259191						
0003	Option Year 1 - Contracted bed space for Tribal offenders Change in Unit Price	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	($17,000.00)	($17,000.00) OPTION PERIOD

Previous Total: $100,400.00
Modification Total: ($17,000.00)
Grand Total: $83,400.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Amendment No. 0003

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0003	03/14/2012		

6. ISSUED BY CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

7. ADMINISTERED BY *(If other than Item 6)* CODE 00011
BIA - Western Regional Office
Division of Acquistion - Western,2600 N. Central Avenue, Suite 400
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST

GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - - - - - - $25,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☑	D. OTHER *(Specify type of modification and authority)* FAR Clause No. 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. EXTEND the period of performance from March 31, 2012 to March 31, 2013, Option Year 1.

B. INCREASE the total contract amount by $25,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Tommie C. Martin, Chairman		Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 4/17/12	16B. United States of America BY Gerald Knox *(Signature of Contracting Officer)*	16C. DATE SIGNED 03/14/2012

Total Funding: $100,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
VENDOR CODE: 147259191						
0003	Option Year 1 - Contracted bed space for Tribal offenders Change in Unit Price	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	$25,000.00	$25,000.00 OPTION PERIOD

Previous Total: $75,400.00
Modification Total: $25,000.00
Grand Total: $100,400.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Funding Strip Code

2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - - - - - -

Change in Funded Amount

$25,000.00

Shipping Addresses

Code	Detail	
0001	Org:	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	Org:	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Amendment No. 0002

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0002	10/21/2011		

6. ISSUED BY CODE KH0230
BIA - OCFO-Western
Division of Acquisition,2600 N. Central Avenue, Suite 450
Phoenix, AZ 85004

7. ADMINISTERED BY *(If other than Item 6)* CODE KH0230
BIA - OCFO-Western
Division of Acquisition,2600 N. Central Avenue, Suite 450
Phoenix, AZ 85004

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. INCREASE the total contract amount by $12,300.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Tommie C. Martin, Chairman		Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America	16C. DATE SIGNED
Tommie C. Martin *(Signature of person authorized to sign)*	11/15/11	BY Gerald Knox *(Signature of Contracting Officer)*	10/21/2011

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
VENDOR CODE: 147259191						
0001	Contracted bed space for juvenile offenders at the negotiated rate of $131.40 per day per	03/31/2012 (04/01/2011 to 03/31/2012)	0.00	YR	$12,300.00	$12,300.00

Change in Unit Price

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: $63,100.00

Modification Total: $12,300.00

Grand Total: $75,400.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Amendment No. 0001

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0001	07/27/2011		

6. ISSUED BY CODE KH0230
BIA - OCFO-Western
Division of Acquisition,2600 N. Central Avenue, Suite 450
Phoenix, AZ 85004

7. ADMINISTERED BY *(If other than Item 6)* CODE KH0230
BIA - OCFO-Western
Division of Acquisition,2600 N. Central Avenue, Suite 450
Phoenix, AZ 85004

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and Zip Code)*

GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED *(SEE ITEM 11)*
(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
(X)	10B. DATED *(SEE ITEM 13)* 07/13/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - - - - - - $63,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☑	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. INCREASE the total contract amount by $63,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
Tommie C. Martin, Chairman		Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED 11/15/11	16B. United States of America BY Gerald Knox *(Signature of Contracting Officer)*	16C. DATE SIGNED 07/27/2011

Total Funding: $63,100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
VENDOR CODE: 147259191						
0001	Contracted bed space for juvenile offenders at the negotiated rate of $131.40 per day per	03/31/2012 (04/01/2011 to 03/31/2012)	0.00	YR	$63,000.00	$63,000.00

Change in Unit Price

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: $100.00
Modification Total: $63,000.00
Grand Total: $63,100.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Funding Strip Code	Change in Funded Amount
2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - - - - -	$63,000.00

Shipping Addresses

Code	Detail	
0001	**Org:**	BIA - Office of Justice Services
	Addr:	District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004
	Attn:	Jaki Baha-Alchesay, Law Enforcement Assistant
	Phone:	(602) 379-6958 ext.
	Fax:	(602) 379-6462 ext.

Invoice Addresses

Code	Detail	
0001	**Org:**	BIA-Albuquerque Accounting Operations
	Addr:	1001 Indian School Road NW, Suite 352 Albuquerque NM 87104
	Attn:	Cecilia Clark, Financial Manager
	Phone:	(505) 563-3151 ext.
	Fax:	(505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | Rating | Page 1 of Pages 33

2. CONTRACT (Proc. inst. ident.) NO.
A11PC00100

3. EFFECTIVE DATE
04/01/2011

4. REQUISITION/PURCHASE REQUEST PROJECT NO.

5. ISSUED BY CODE KH0230
BIA - OCFO-Western
Division of Acquisition
2600 N. Central Avenue, Suite 450

Phoenix, AZ 85004-

6. ADMINISTERED BY (If other than Item 5) CODE KH0230
BIA - OCFO-Western
Division of Acquisition
2600 N. Central Avenue, Suite 450

Phoenix, AZ 85004-

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
GILA, COUNTY OF

1400 E ASH ST
GLOBE, AZ 85501-1093

CODE * FACILITY CODE

8. DELIVERY ☐ FOB Origin ☐ Other (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 Copies unless other-wise specified) To THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE H0L300
Jaki Baha-Alchesay
BIA - Office of Justice Services
District III
2600 N Central Avenue 8th Floor

Phoenix, AZ 85004-

12. PAYMENT WILL BE MADE BY CODE ABQ
BIA-Albuquerque Accounting Operations
1001 Indian School Road NW, Suite 352

Albuquerque, NM 87104-2303

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) ( ) ☒ 41 U.S.C. 253(c) (1)

14. ACCOUNTING AND APPROPRIATION DATA
2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - - - - - - -

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT $ 100.00

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☑ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return* 1 *copies to issuing office)*
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.

(Attachments are listed herein.)

18. ☐ AWARD *(Contractor is not required to sign this document.)* Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*
Michael A. Pastor, Chairman

20A. NAME OF CONTRACTING OFFICER
Gerald Knox, 1420-0660-1012

19B. NAME OF CONTRACTOR
By Michael A. Pastor
(Signature of person authorized to sign)

19C. DATE SIGNED
6/27/11

20B. UNITED STATES OF AMERICA
By Gerald Knox
(Signature of Contracting Officer)

20C. DATE SIGNED
05/06/11

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Total Funding: $100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 2011		K0L400		258A		J3130					

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
VENDOR CODE: 147259191							
0001	Contracted bed space for juvenile offenders at the negotiated rate of $131.40 per day per	0001	03/31/2012 (04/01/2011 to 03/31/2012)	1.00	YR	$100.000	$ 100.00
	juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments. The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.						
0002	Medical Expenses	0002	03/31/2012 (04/01/2011 to 03/31/2012)	1.00	YR	$.000	$ 0.00
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0003	Option Year 1 - Contracted bed space for Tribal offenders	0003	03/31/2013 (04/01/2012 to 03/31/2013)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
0004	Option Year 1 - Medical Expenses	0004	03/31/2013 (04/01/2012 to 03/31/2013)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0005	Option Year 2 - Contracted bed space for Tribal offenders	0005	03/31/2014 (04/01/2013 to 03/31/2014)	1.00	YR	$.000	$ 0.00 OPTION PERIOD

Total Funding: $100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 2011		K0L400		258A		J3130					

Division **Closed FYs** **Cancelled Fund**

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	Option Year 2 - Medical Expenses	0006	03/31/2014 (04/01/2013 to 03/31/2014)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0007	Option Year 3 - Contracted bed space for Tribal offenders		03/31/2015 (04/01/2014 to 03/31/2015)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
0008	Option Year 3 - Medical Expenses		03/31/2015 (04/01/2014 to 03/31/2015)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0009	Option Year 4 - Contracted bed space for Tribal offenders		03/31/2016 (04/01/2015 to 03/31/2016)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
0010	Option Year 4 - Medical Expenses		03/31/2016 (04/01/2015 to 03/31/2016)	1.00	YR	$.000	$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						

Line Item Summary	Document Number	Title	Page
	A11PC00100	COUNTY OF GILA	4 of 33

Total Funding: $100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category

Division | Closed FYs | Cancelled Fund

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
					Total Cost:	$100.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - - - - - - -

$100.00

Total Funding: $100.00

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Work
Gila County Juvenile Facility

SECTION 1 - DEFINITIONS

1.1. General Definitions

1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.

1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.

1.1.3. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.

1.1.4. "Contractor" means the facility, tribe or local government providing the service.

1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

1.1.6. "Juvenile" means any person who has not attained the age of 18.

1.1.7. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)

1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.

1.1.9. "Indian reservation or reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotment(s) under the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency.

1.1.10. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the Tribal Codes(s) of the respective tribes under the jurisdiction of the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency, or convicted by a Tribal Court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Agency's jurisdiction.

1.1.11. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.

1.1.12. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Code of Federal Regulations Court having jurisdiction of the arresting agency. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

SECTION 2 - GENERAL INFORMATION

2.1. Scope of Work

The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The (Gila County Juvenile Detention Center) will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency jurisdiction.

2.2 Contractor Personnel

2.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

2.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

2.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

2.4 Quality Assurance

2.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

2.5 Cost for services.

2.5.1 The cost shall be $131.40 per prisoner day.

2.5.1.1 For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

2.6 Contract Information

2.6.1 Contractor: Gila County Juvenile Detention Center
1425 E South Street
Globe, AZ 85501
(928) 425-6051
Fax (928) 425-3952

2.6.2 Agency: Vincente M. Anchondo, SCS
2600 N Central Ave
Phoenix, Arizona 85004
(602) 379-6958 ext 1809
(602) 541-7166 (cellular)

2.7 Period of Performance.

2.7.1. Shall be for the period beginning April 1, 2011 to March 31, 2016.

Section 3 - Specific Tasks

3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona, while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the SCS within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center will notify the SCS, District III, immediately.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III SCS, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the SCS, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.4.1. In case of extreme emergency only, the following Health Care Facility will be used:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state programs, the Gila County Juvenile Detention Center will be billed by the provider.

3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

Section 4 - Negative Declaration

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 - Board Bill

5.1. The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs
OJS-Accounting Operations
Attn: Cecilia Clark
1001 Indian School Road, NW, Suite 352
Albuquerque, NM 87104

Section 6 - Right to Refuse Placement

6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

Section 7 - Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

Section 8 - Indemnification, Liability, and Insurance

8.1 The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

8.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

8.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER AUGUST 1989

(a) The Contracting Officer 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 of 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INVOICE AND PAYMENT

The Contractor shall submit all original invoice(s) to the Designated Billing Office. In addition, one (1) courtesy copy shall be sent to the Contracting Officer and the Contracting Officer's Representative (COR).

Submit original invoices to:

Designated Billing Office: The designated billing office also services as the payment office and will be responsible for obtaining certification from the COR that the payment has been approved (authorized) for payment by the Contracting Officer. Payment will be made by the following designated billing office:

BIA-Albuquerque Accounting Operations
Attn: Cecilia Clark, Financial Manager
1001 Indian School Road NW, Suite 352
Albuquerque, NM 87104
Telephone No.: (505)563-3151 Facsimile No.: (505)563-3038

Submit copy of the invoice to the Contracting Officer:

Gerald Knox, Contract Specialist
BIA-Western Regional Office - Division of Acquisition
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602)379-4029 Facsimile No.: (602)379-6763

Submit copy of the invoice to the Contracting Officer's Representative:

Jaki Baha-Alchesay, Contracting Officer's Representative
BIA - Western Regional Office
District III/Corrections/LEA
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602) 379-6958 X1824 Facsimile No.: (602)379-6462

SECTION I -- CONTRACT CLAUSES

I.1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS JUNE 2010

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
(1) within a reasonable time after the defect was discovered or should have been discovered; and
(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-05.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

I.2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS MARCH 2011

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
_x_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).
__ (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
__ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (8) [Reserved]
__ (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).
__ (ii) Alternate I (OCT 1995) of 52.219-6.
__ (iii) Alternate II (MAR 2004) of 52.219-6.
__ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
__ (ii) Alternate I (OCT 1995) of 52.219-7.
__ (iii) Alternate II (MAR 2004) of 52.219-7.
__ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
__ (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (OCT 2001) of 52.219-9.
__ (iii) Alternate II (OCT 2001) of 52.219-9.
__ (iv) Alternate III (JUL 2010) of 52.219-9.
__ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
__ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
__ (ii) Alternate I (JUNE 2003) of 52.219-23.
__ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
__ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
_x_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
_x_ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
__ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
_x_ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
_x_ (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
_x_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
_x_ (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
_x_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).
__ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
__ (ii) Alternate I (DEC 2007) of 52.223-16.
_x_ (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

__(32) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
__(33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
__ (ii) Alternate I (JAN 2004) of 52.225-3.
__ (iii) Alternate II (JAN 2004) of 52.225-3.
__ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
__ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
__ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C.5150).
__ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
__ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_x_ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
__ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
__ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
__ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
__ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_x_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 351, et seq.).
__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
_x_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(iii) [Reserved]
(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
(vii) [Reserved]
(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
___Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days**.

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years (Base Year + 4 Option Years)**.

I.5 52.232-18 AVAILABILITY OF FUNDS APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL APRIL 1984

YEAR

Funds are not presently available for performance under this contract beyond **December 31, 2011** . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING

Memorandum

To: **All DOI Employees**

From: **Deputy Secretary**

Subject: **Prohibition on Texting While Driving**

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

" Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
" Driving privately-owned vehicles (POV) while on official Government business; and
" Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING:
Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref.: http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or w hen performing any work for or on behalf of the government. Clause 1450-0016-002 is provided in Section I.

J.2 MEDICAL VOUCHER - ATTACHMENT 1

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Office of Justice Services
Division of Corrections

MEDICAL VOUCHER
(Attach original invoices only, statements will not be accepted)

I certify that services have been rendered as indicated on the invoice and payment is now due for care provided for Tribal inmate/prisoner as listed on the attached invoice.

Signature of Certifying Official	Title	Date

J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS

WD 05-2024 (Rev.-13) was first posted on www.wdol.gov on 12/14/2010
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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2005-2024
Shirley F. Ebbesen Division of | Revision No.: 13
Director Wage Determinations| Date Of Revision: 12/08/2010
|

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01040 - Court Reporter		16.73
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		13.55
01090 - Duplicating Machine Operator		13.55
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.33
01191 - Order Clerk I		12.32
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk		20.26
01280 - Receptionist		12.58
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		25.36
01420 - Survey Worker		16.63
01531 - Travel Clerk I		13.28
01532 - Travel Clerk II		14.46
01533 - Travel Clerk III		15.61
01611 - Word Processor I		13.82

01612 - Word Processor II 15.78
01613 - Word Processor III 17.54
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 20.34
05010 - Automotive Electrician 20.30
05040 - Automotive Glass Installer 19.42
05070 - Automotive Worker 19.42
05110 - Mobile Equipment Servicer 16.62
05130 - Motor Equipment Metal Mechanic 22.69
05160 - Motor Equipment Metal Worker 19.62
05190 - Motor Vehicle Mechanic 21.59
05220 - Motor Vehicle Mechanic Helper 15.12
05250 - Motor Vehicle Upholstery Worker 18.14
05280 - Motor Vehicle Wrecker 19.62
05310 - Painter, Automotive 22.12
05340 - Radiator Repair Specialist 19.58
05370 - Tire Repairer 14.21
05400 - Transmission Repair Specialist 21.59
07000 - Food Preparation And Service Occupations
07010 - Baker 12.03
07041 - Cook I 10.50
07042 - Cook II 12.16
07070 - Dishwasher 8.60
07130 - Food Service Worker 10.17
07210 - Meat Cutter 16.58
07260 - Waiter/Waitress 9.75
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 16.50
09040 - Furniture Handler 10.88
09080 - Furniture Refinisher 16.50
09090 - Furniture Refinisher Helper 12.16
09110 - Furniture Repairer, Minor 14.59
09130 - Upholsterer 16.50
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 9.97
11060 - Elevator Operator 9.97
11090 - Gardener 12.96
11122 - Housekeeping Aide 11.10
11150 - Janitor 11.10
11210 - Laborer, Grounds Maintenance 10.31
11240 - Maid or Houseman 9.59
11260 - Pruner 10.14
11270 - Tractor Operator 12.53
11330 - Trail Maintenance Worker 10.31
11360 - Window Cleaner 12.00
12000 - Health Occupations
12010 - Ambulance Driver 13.87
12011 - Breath Alcohol Technician 18.71
12012 - Certified Occupational Therapist Assistant 24.60
12015 - Certified Physical Therapist Assistant 18.94
12020 - Dental Assistant 16.61
12025 - Dental Hygienist 34.70
12030 - EKG Technician 21.08
12035 - Electroneurodiagnostic Technologist 21.08
12040 - Emergency Medical Technician 13.87
12071 - Licensed Practical Nurse I 16.73
12072 - Licensed Practical Nurse II 18.71
12073 - Licensed Practical Nurse III 20.87
12100 - Medical Assistant 14.39

12130 - Medical Laboratory Technician 19.61
12160 - Medical Record Clerk 13.11
12190 - Medical Record Technician 15.57
12195 - Medical Transcriptionist 17.02
12210 - Nuclear Medicine Technologist 33.98
12221 - Nursing Assistant I 10.25
12222 - Nursing Assistant II 11.53
12223 - Nursing Assistant III 12.58
12224 - Nursing Assistant IV 14.12
12235 - Optical Dispenser 15.39
12236 - Optical Technician 14.85
12250 - Pharmacy Technician 14.15
12280 - Phlebotomist 14.12
12305 - Radiologic Technologist 24.34
12311 - Registered Nurse I 26.93
12312 - Registered Nurse II 33.08
12313 - Registered Nurse II, Specialist 33.08
12314 - Registered Nurse III 40.02
12315 - Registered Nurse III, Anesthetist 40.02
12316 - Registered Nurse IV 47.96
12317 - Scheduler (Drug and Alcohol Testing) 23.09
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 17.08
13012 - Exhibits Specialist II 21.08
13013 - Exhibits Specialist III 25.71
13041 - Illustrator I 18.79
13042 - Illustrator II 23.18
13043 - Illustrator III 28.27
13047 - Librarian 23.06
13050 - Library Aide/Clerk 14.20
13054 - Library Information Technology Systems Administrator 20.92
13058 - Library Technician 14.08
13061 - Media Specialist I 15.03
13062 - Media Specialist II 16.81
13063 - Media Specialist III 18.75
13071 - Photographer I 14.99
13072 - Photographer II 17.27
13073 - Photographer III 21.32
13074 - Photographer IV 26.01
13075 - Photographer V 31.55
13110 - Video Teleconference Technician 16.68
14000 - Information Technology Occupations
14041 - Computer Operator I 15.04
14042 - Computer Operator II 17.51
14043 - Computer Operator III 20.13
14044 - Computer Operator IV 22.75
14045 - Computer Operator V 24.82
14071 - Computer Programmer I 23.00
14072 - Computer Programmer II 24.90
14073 - Computer Programmer III (see 1)
14074 - Computer Programmer IV (see 1)
14101 - Computer Systems Analyst I (see 1)
14102 - Computer Systems Analyst II (see 1)
14103 - Computer Systems Analyst III (see 1)
14150 - Peripheral Equipment Operator 15.04
14160 - Personal Computer Support Technician 22.75
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated) 29.46

15020 - Aircrew Training Devices Instructor (Rated) 36.56
15030 - Air Crew Training Devices Instructor (Pilot) 40.22
15050 - Computer Based Training Specialist / Instructor 29.46
15060 - Educational Technologist 21.91
15070 - Flight Instructor (Pilot) 40.22
15080 - Graphic Artist 21.68
15090 - Technical Instructor 20.91
15095 - Technical Instructor/Course Developer 25.58
15110 - Test Proctor 16.87
15120 - Tutor 16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 9.06
16030 - Counter Attendant 9.06
16040 - Dry Cleaner 11.32
16070 - Finisher, Flatwork, Machine 9.06
16090 - Presser, Hand 9.06
16110 - Presser, Machine, Drycleaning 9.06
16130 - Presser, Machine, Shirts 9.06
16160 - Presser, Machine, Wearing Apparel, Laundry 9.06
16190 - Sewing Machine Operator 12.05
16220 - Tailor 12.81
16250 - Washer, Machine 9.86
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 16.74
19040 - Tool And Die Maker 22.78
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 13.52
21030 - Material Coordinator 19.58
21040 - Material Expediter 19.58
21050 - Material Handling Laborer 11.91
21071 - Order Filler 12.24
21080 - Production Line Worker (Food Processing) 13.52
21110 - Shipping Packer 14.52
21130 - Shipping/Receiving Clerk 14.52
21140 - Store Worker I 9.13
21150 - Stock Clerk 14.39
21210 - Tools And Parts Attendant 13.52
21410 - Warehouse Specialist 13.52
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 26.77
23021 - Aircraft Mechanic I 25.34
23022 - Aircraft Mechanic II 26.77
23023 - Aircraft Mechanic III 28.40
23040 - Aircraft Mechanic Helper 17.74
23050 - Aircraft, Painter 24.07
23060 - Aircraft Servicer 21.28
23080 - Aircraft Worker 22.80
23110 - Appliance Mechanic 18.79
23120 - Bicycle Repairer 12.92
23125 - Cable Splicer 29.26
23130 - Carpenter, Maintenance 17.36
23140 - Carpet Layer 15.63
23160 - Electrician, Maintenance 20.14
23181 - Electronics Technician Maintenance I 18.00
23182 - Electronics Technician Maintenance II 23.29
23183 - Electronics Technician Maintenance III 25.37
23260 - Fabric Worker 14.70
23290 - Fire Alarm System Mechanic 19.80
23310 - Fire Extinguisher Repairer 15.17

23311 - Fuel Distribution System Mechanic 29.33
23312 - Fuel Distribution System Operator 20.70
23370 - General Maintenance Worker 17.48
23380 - Ground Support Equipment Mechanic 25.34
23381 - Ground Support Equipment Servicer 21.28
23382 - Ground Support Equipment Worker 22.80
23391 - Gunsmith I 15.17
23392 - Gunsmith II 18.14
23393 - Gunsmith III 21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic 19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 20.95
23430 - Heavy Equipment Mechanic 21.55
23440 - Heavy Equipment Operator 21.23
23460 - Instrument Mechanic 24.18
23465 - Laboratory/Shelter Mechanic 19.62
23470 - Laborer 11.55
23510 - Locksmith 19.50
23530 - Machinery Maintenance Mechanic 25.00
23550 - Machinist, Maintenance 17.73
23580 - Maintenance Trades Helper 13.00
23591 - Metrology Technician I 24.18
23592 - Metrology Technician II 25.25
23593 - Metrology Technician III 26.51
23640 - Millwright 23.72
23710 - Office Appliance Repairer 19.75
23760 - Painter, Maintenance 16.50
23790 - Pipefitter, Maintenance 20.86
23810 - Plumber, Maintenance 19.81
23820 - Pneudraulic Systems Mechanic 21.09
23850 - Rigger 21.09
23870 - Scale Mechanic 18.14
23890 - Sheet-Metal Worker, Maintenance 17.99
23910 - Small Engine Mechanic 16.52
23931 - Telecommunications Mechanic I 22.60
23932 - Telecommunications Mechanic II 26.99
23950 - Telephone Lineman 18.23
23960 - Welder, Combination, Maintenance 17.37
23965 - Well Driller 21.09
23970 - Woodcraft Worker 21.09
23980 - Woodworker 14.71
24000 - Personal Needs Occupations
24570 - Child Care Attendant 10.73
24580 - Child Care Center Clerk 16.79
24610 - Chore Aide 10.71
24620 - Family Readiness And Support Services Coordinator 15.56
24630 - Homemaker 18.38
25000 - Plant And System Operations Occupations
25010 - Boiler Tender 23.78
25040 - Sewage Plant Operator 22.71
25070 - Stationary Engineer 23.78
25190 - Ventilation Equipment Tender 14.81
25210 - Water Treatment Plant Operator 22.71
27000 - Protective Service Occupations
27004 - Alarm Monitor 18.73
27007 - Baggage Inspector 11.01
27008 - Corrections Officer 19.77

27010 - Court Security Officer 20.49
27030 - Detection Dog Handler 16.13
27040 - Detention Officer 19.77
27070 - Firefighter 21.80
27101 - Guard I 11.01
27102 - Guard II 16.13
27131 - Police Officer I 25.69
27132 - Police Officer II 28.53
28000 - Recreation Occupations
28041 - Carnival Equipment Operator 13.84
28042 - Carnival Equipment Repairer 15.17
28043 - Carnival Equpment Worker 9.89
28210 - Gate Attendant/Gate Tender 14.95
28310 - Lifeguard 11.90
28350 - Park Attendant (Aide) 16.73
28510 - Recreation Aide/Health Facility Attendant 12.21
28515 - Recreation Specialist 17.99
28630 - Sports Official 13.33
28690 - Swimming Pool Operator 19.72
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer 19.45
29020 - Hatch Tender 19.45
29030 - Line Handler 19.45
29041 - Stevedore I 17.16
29042 - Stevedore II 21.45
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16
30021 - Archeological Technician I 17.49
30022 - Archeological Technician II 19.58
30023 - Archeological Technician III 24.25
30030 - Cartographic Technician 24.59
30040 - Civil Engineering Technician 21.56
30061 - Drafter/CAD Operator I 17.49
30062 - Drafter/CAD Operator II 19.84
30063 - Drafter/CAD Operator III 22.12
30064 - Drafter/CAD Operator IV 26.82
30081 - Engineering Technician I 16.02
30082 - Engineering Technician II 17.98
30083 - Engineering Technician III 21.48
30084 - Engineering Technician IV 25.33
30085 - Engineering Technician V 30.27
30086 - Engineering Technician VI 34.64
30090 - Environmental Technician 22.20
30210 - Laboratory Technician 22.92
30240 - Mathematical Technician 24.69
30361 - Paralegal/Legal Assistant I 21.19
30362 - Paralegal/Legal Assistant II 25.09
30363 - Paralegal/Legal Assistant III 30.61
30364 - Paralegal/Legal Assistant IV 37.15
30390 - Photo-Optics Technician 24.69
30461 - Technical Writer I 22.49
30462 - Technical Writer II 27.51
30463 - Technical Writer III 31.24
30491 - Unexploded Ordnance (UXO) Technician I 22.74
30492 - Unexploded Ordnance (UXO) Technician II 27.51
30493 - Unexploded Ordnance (UXO) Technician III 32.97
30494 - Unexploded (UXO) Safety Escort 22.74

30495 - Unexploded (UXO) Sweep Personnel 22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2) 22.12
30621 - Weather Observer, Senior (see 2) 24.12
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide 8.17
31030 - Bus Driver 17.45
31043 - Driver Courier 13.84
31260 - Parking and Lot Attendant 10.32
31290 - Shuttle Bus Driver 15.35
31310 - Taxi Driver 10.88
31361 - Truckdriver, Light 15.35
31362 - Truckdriver, Medium 18.71
31363 - Truckdriver, Heavy 19.29
31364 - Truckdriver, Tractor-Trailer 19.29
99000 - Miscellaneous Occupations
99030 - Cashier 11.86
99050 - Desk Clerk 10.74
99095 - Embalmer 24.27
99251 - Laboratory Animal Caretaker I 10.57
99252 - Laboratory Animal Caretaker II 13.33
99310 - Mortician 28.19
99410 - Pest Controller 14.44
99510 - Photofinishing Worker 13.44
99710 - Recycling Laborer 18.15
99711 - Recycling Specialist 23.31
99730 - Refuse Collector 17.29
99810 - Sales Clerk 12.38
99820 - School Crossing Guard 8.69
99830 - Survey Party Chief 26.46
99831 - Surveying Aide 15.94
99832 - Surveying Technician 22.46
99840 - Vending Machine Attendant 14.89
99841 - Vending Machine Repairer 18.88
99842 - Vending Machine Repairer Helper 14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of $3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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-2104 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Leana Asberry, PHEP Program Manager	Submitted By:	Leana Asberry, PHEP Program Manager, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2013 through June 30, 2014	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Information

Request/Subject

Amendment No. 4 to Intergovernmental Agreement (Contract No: ADHS12-007886) between the Arizona Department of Health Services

Background Information

The original Intergovernmental Agreement (Contract No. ADHS12-007886) allows the Gila County Health Department to provide public health emergency preparedness services from July 1, 2011, to June 30, 2012, and was approved by the Board of Supervisors on December 14, 2011, in the amount of $155,265.00.

Amendment No. 2 Contract No. ADHS12-007886 amended the price sheet for carryover funds in the amount of $239,056.00 signed by the Board of Supervisors on July 11, 2012.

Amendment No. 3 Contract No. ADHS12-007886 amended the price sheet in the amount of $166,738.00 to cover the period of July 1, 2012, to June 30, 2013, signed by the Board of Supervisors on October 9, 2012.

Evaluation

This funding will allow the Gila County Health Department to continue to provide public health emergency preparedness services to Gila County residents.

Conclusion

Approval of the renewal of the Intergovernmental Agreement (Contract No. ADHS12-007886) will allow Gila County the ability to provide public health emergency preparedness services.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve this amendment to the Intergovernmental Agreement between Gila County and the Arizona Department of Health Services in the amount of $175,140.66 to continue to provide public health emergency preparedness services for the period of July 1, 2013, to June 30, 2014.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS12-007886) between Gila County and the Arizona Department of Health Services in the amount of $175,140.66 to continue to provide public health emergency preparedness services for the period of July 1, 2013, to June 30, 2014.

Attachments

Amendment 4

Amendment 3

Amendment 2

Original

Legal Explanation

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 4	Sr. Procurement Specialist Gabriel Vigil

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Effective July 1, 2013, replace Price Sheet, Page Two (2), of Amendment Three (3), with Price Sheet, Amendment Four (4). The Total Price Sheet is $175,104.66.

2. Effective July 1, 2013, Replace Attachment A, Amendment Three (3), Pages Three (3) through Fifteen (15), with Attachment A, Pages Four (4) through Twenty Four (24), of this Amendment Four (4).

All other provisions of this agreement remain unchanged.

Gila County Health Department **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
5515 S. Apache Ave, Suite 400 **Address**	**Printed Name**
Globe AZ 85501 **City** **State** **Zip**	**Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature** **Date**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 20____**
Printed Name	**Procurement Officer**
Attorney General Contract No. P0012012000033**,** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name:	**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.**

3. Delete in its entirety, Terms and conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and replace with the following:

Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Delete in its entirety, Terms and Conditions, Provision Four (4), Contract Administration and Operation, Section 4.13, Scrutinized Businesses.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 4	Sr. Procurement Specialist Gabriel Vigil

PRICE SHEET

Fixed Price

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	$175,104.66	$175,104.66
Total			**$175,104.66**

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	**Attachment A**

Arizona Department of Health Services
Bureau of Public Health Emergency Preparedness
PHEP Cooperative Agreement Grant

Public Health Emergency Preparedness Deliverables

BP2
Budget Year 2013-2014

REGIONS

CENTRAL NORTHERN

SOUTHEASTERN

WESTERN

1. PROGRAM REQUIREMENTS:

1.1 Arizona follows the established Emergency Medical Services boundaries to identify regions. The four identified regions are Northern, Central, Southeastern, and Western Regions. See Appendix 3 for reference.

1.1.1 Central Region PHEP partners include: Gila County, Maricopa County, Pinal County, and Gila River Indian Community.

1.1.2 Northern Region PHEP partners include: Apache County, Coconino County, Navajo County, Yavapai County, Hopi Tribe, Navajo Nation, and White Mountain Apache Tribe.

1.1.3 Southeastern Region PHEP partners include: Cochise County, Graham County Greenlee County, Pima County, Santa Cruz County, Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O'Odham Nation.

1.1.4 Western Region PHEP partners include: La Paz County, Mohave County, Yuma County, Cocopah Tribe, Colorado River Indian Tribes, Fort Mohave Indian Tribe, Kaibab – Paiute Tribe, and Quechan Tribe.

1.2 **Partnership/Coalition Meetings *(Central, Northern, Southeastern, and Western Regions)***

The designated Public Health Emergency Coordinator or representative will attend ADHS Healthcare Coalition meetings within their region. These meetings will provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

1.3 **Reporting**

Progress on these deliverables, performance measures, and activities conducted with funds from this grant will be reported in a timely manner for the Mid-Year and end of year report. These documents will be submitted to ADHS.

1.4 **Financial Requirements**

1.4.1 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

1.4.2 Match Requirement

The PHEP award requires a 10% "in-kind" or "soft" match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

1.4.3 Inventory

Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above $5000). Inventory list will be provided to ADHS.

1.4.4 Budget Spend Plan

Budget spend plans will be completed and submitted to ADHS after contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released.

1.4.5 Grant Activity Oversight

Maintain a full-time, part-time, or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities. Preparedness coordinator to have responsibility for oversight of all grant related activities. Cooperate and coordinate with ADHS in completing on- site visits pursuant to, and in compliance with Standard Operating Procedures for Sub-Recipient Monitoring.

1.4.6 Employee Certifications

PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms must be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42

1.4.7 Activities and Purchases

Activities conducted under and purchases made with this award will be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 2 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this will be on a case by case basis and conducted by ADHS.

1.5 **Exercises**

1.5.1 Participate in the 2013-2014 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than September 6, 2013.

1.5.2 Support and participate in at least one ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2014.

1.6 **Corrective Actions**

Track and manage corrective actions identified in responses and exercises. Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone, DSNS drill an executive summary and an IP must be provided to the ADHS SNS Coordinator.

1.7 **Emergency Notification System**

Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This should include contact information for the primary, secondary, and tertiary individual for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, non- emergency position title, office telephone number, mobile telephone number, home telephone number, and email address loaded into ADHS Health Service Portal by September 30.

2. CAPABILITIES:

2.1 **Capability 1: Community Preparedness**

Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community- based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:

2.1.1 Support the development of public health, medical and mental/behavioral health systems that support recovery

2.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents

2.1.3 Promote awareness of and access to medical and mental/behavioral health 2 resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals

2.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community

2.1.5 Identify those populations that may be at higher risk for adverse health outcomes

2.1.6 Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)

2.1.7 **Budget Period Short Term Goal:**

2.1.7.1 Goal 1. The State in collaboration with emergency management and homeland security will disseminate the Jurisdictional risk assessment for evaluation and analysis regarding risks to the public health. Local and Tribal health will develop a regional approach to address planning gaps.

2.1.7.2 Goal 2. Review written plans to ensure that they include a policy and process to participate in existing (e.g., led by emergency management) or new partnerships representing at least the following 11 community sectors: business; community leadership; cultural and faith- based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings.

2.2 **Capability 2: Community Recovery**

2.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

2.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

2.2.3 **Budget Period Short Term Goal:**

Goal 1**:** Establish a statewide baseline for post-incident recovery and make recommendations for systemic improvement for the state of Arizona PHEP stakeholders by developing an assessment tool in order to evaluate healthcare system recovery, behavioral health care, and human services recovery needs, along with resource availability.

2.3 **Capability 3: Emergency Operations Coordination**

2.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

2.3.2 **Budget Period Short Term Goal:**

2.3.2.1 **Goal 1:** ADHS will acquire situational awareness information in order to determine if and to what extent Health Emergency Operations Center (HEOC) activation is necessary in order to provide a statewide public health common operating picture. This short-term goal will demonstrate the ability of the HEOC to collect the essential elements of information from the Local Health Departments.

2.3.2.2 **Goal 2:** WebEOC access and the application will be extended to the 15 local Health Departments and any Tribes who request access to the application. This short-term goal will be measured by the execution of the WebEOC application with statewide partners.

2.3.2.3 **Goal 3:** Sustain the Health Emergency Operating Center (HEOC) functionality by ensuring competency in staff assembly times, training, and job specific functions.

2.4 **Capability 4: Emergency Public Information and Warning**

2.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

2.4.2 **Budget Period Short Term Goal:**

2.4.2.1 **Goal 1:** Leverage existing technologies to communicate with and inform the response partners and the general public during operational exercises, on-going drills, and responses. This short term goal will be measured and tracked through the documentation of drills and through the qualitative and quantitative evaluation of exercises and responses in After Action Reports and Improvement Plans (AAR/IPs).

2.4.2.2 **Goal 2:** Sustain the ability of state, local, and healthcare facility public information officers to coordinate, develop, and disseminate public information through the conducting of and evaluation of at least one operational exercise. The ability of public information officers to determine the need for public information systems establish and participate in information systems, and establish avenues for public interaction and exchange will be quantitatively and qualitatively evaluated in the context of an AAR/IP.

2.5 **Capability 5: Fatality Management**

2.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders and survivors of an incident.

2.5.2 **Budget Period Short Term Goal:**

2.5.2.1 **Goal 1.** Identify specific roles and support functions between Arizona Department of Health, county Public Health, law enforcement, medical examiners, and private sector partners during a Fatality Management response.

2.5.2.2 **Goal 2.** Coordinate between internal and external partners to facilitate access to resources when demand on local jurisdiction exceeds capacity to support fatalities from an incident. Ensure resource request are in accordance with public health jurisdictional standards and practices and as requested by lead jurisdictional authority. This will result in the development and implementation of resource request process.

2.5.2.3 **Goal 3.** Survey county and tribal partners to identify training in support of Fatality Management operations to include: mental/behavioral health services, death notification, relief to families, and spiritual care. Utilization of a survey prior to and post training will measure increased knowledge.

2.6 **Capability 6: Information Sharing**

2.6.1 **Definition**: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.

2.6.2 **Maintain or Have Access to a Notification System**
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners.

2.6.3 **Provide Emergency Notification System Contact Information and Participate in Bimonthly Communications Drills.**
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in Bimonthly Communication Drills. Drill results will be provided to ADHS after each drill.

2.6.4 **Budget Period Short Term Goal:**

2.6.4.1 **Goal 1.** Conduct multi-jurisdictional and multi-disciplinary exchange of health related information and situational awareness with all County and Tribal and local ESF-8 partners statewide. This short-term goal will be measured by 8% increased membership to the interoperable communication systems such as the Health Alert Network.

2.6.4.2 **Goal 2.** Disseminate accurate and appropriate information to the County and Tribal and local ESF-8 partners statewide. This goal will be measured by the development of an information generation/sharing protocol.

2.7 **Capability 7: Mass Care**

2.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

2.7.2 **Budget Period Short Term Goal:**

2.7.2.1 **Goal 1.** Determine the jurisdictional public health roles and responsibilities in conjunction with Emergency Support Function 6, 8, and 11 partners. . Consolidation of information will result in the completion of a statewide plan that will support Mass care operations.

2.7.2.2 **Goal 2.** In conjunction with state and local partners, including emergency management and Red Cross collaborate to identify a tool for health screening of individuals during shelter operations. Some elements of the tool may be, immediate medical needs, mental health needs, sensory impairment or other disability, medication use, need for assistance with activities of daily living, and substance abuse. The outcome will be a recommendation to the Emergency Preparedness Task Force for inclusion in a standard operating procedure for the intake process during shelter operations and the clarification of the request process for needed supplies in support of shelter operations for access and functional needs..

2.8 **Capability 8: Medical Countermeasure Dispensing**

2.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

2.8.2 **Budget Period Short Term Goal:**

2.8.2.1 **Goal 1.** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for the rapid dispensing of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.8.2.2 **Goal 2.** Coordination between SNS Coordinator and epidemiological staff will streamline the incorporation of investigation data into the SNS request process.

2.8.2.2.1 **Develop or Update Medical Countermeasure Dispensing Plans**
Written plans should include: standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request, receive, distribute,

dispense, and manage medical countermeasures within 48 hours of request. Planning should include all memoranda of understandings or other letters of agreement with state/local/tribal partners; and written agreements (e.g., memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement) to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities. Update/ revise SNS Plans based upon training improvements, quarterly meeting notes, identified threats and regional risk assessments, partner involvement and post plans onto ADHS Health Service Portal.

2.9 **Capability 9: Medical Materiel Management & Distribution**

2.9.1 **Definition:** Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

2.9.2 **Budget Period Short Term Goal:**

2.9.2.1 **Goal 1:** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for Medical Materiel Management and Distribution of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.9.2.2 **Goal 2:** Collaborate with the Arizona Board of Pharmacy (AZBP) to develop a query protocol of pharmacies during a public health emergency. The protocol will support ADHS in determining the current standard inventory of medical countermeasures and will allow for streamlined request of medical countermeasures. By the end of BP2, the protocol will be an annex to ADHS SNS Plan.

Participate in Inventory Management System quarterly drills in support of medical material management and distribution of medical countermeasures.

2.9.3 **Drill Requirement**

Each County will conduct at least two different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January 10, 2014 and April 25, 2014 respectively.

2.9.3.1 Staff notification, acknowledgement and assembly

2.9.3.2 Site activation: notification, acknowledgement and assembly

2.9.3.3 Facility Setup

2.9.3.4 Pick List Generation

2.9.3.5 Dispensing Throughput

2.9.4 **Cities Readiness Initiative (CRI) Drill Requirement**
Each CRI will conduct at least three different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January, 10, 2014, and April 25, 2014 respectively.

2.9.4.1 Staff notification, acknowledgement and assembly

2.9.4.2 Site activation: notification, acknowledgement and assembly

2.9.4.3 Facility Setup

2.9.4.4 Pick List Generation

2.9.4.5 Dispensing Throughput

2.9.4.6 Public Health Decision Making Tool

2.10 **Capability 10: Medical Surge**

2.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

2.10.2 **Budget Period Short Term Goal:**

2.10.2.1 **Goal 1.** Coordinate jurisdiction's healthcare response through the collection and analysis of health data to define the needs of the incident and available healthcare staffing and resources. This will be measured by the results of monthly communication drills, and expansion of data being requested during Medical Surge exercises/operations.

2.10.2.2 **Goal 2.** As part of the regional Health Care Coalitions, help define public health role and the processes to obtain information relating to situational awareness in support of medical surge operations. This process will be tested in exercises during BP2.

2.11 **Capability 11: Non-Pharmaceutical Interventions**

2.11.1 **Definition:** Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

2.11.1.1 Isolation and quarantine

2.11.1.2 Restrictions on movement and travel advisory/warnings

2.11.1.3 Social distancing

2.11.1.4 External decontamination

2.11.1.5 Hygiene

2.11.1.6 Precautionary protective behaviors

2.11.2 **Budget Period Short Term Goal:**

2.11.2.1 **Goal 1.** Maintain and enhance existing plans to address NPIs for multiple incidents. Communication plans will be updated and/or maintained to share intervention activities with partners and the public. Plans will also include processes to address vulnerable populations as well as procedures to enable the scalable implementation of the intervention

2.12 **Capability 13: Public Health Surveillance and Epidemiological Investigation**

2.12.1 **Definition**: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners should maintain the capacity for surveillance, investigation, and control of infectious diseases and public health incidents. Partners should work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information should meet applicable patient privacy-related laws and standards, including state or territorial laws. These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans should include processes and protocols to gather and analyze data from reportable condition surveillance (i.e., conditions for which jurisdictional law mandates name-based case reporting to public health agencies). Jurisdictions should plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

2.12.2 **Participate in State Testing of the Communicable Disease On-call System**
Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests.

2.12.3 **Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually**
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings. Arizona utilizes MEDSIS to conduct reportable disease surveillance.

2.12.4 **Conduct Outreach to Delayed Reporters**
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)**.** Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting.

2.12.5 **Participate in Epidemiology Trainings and Exercises**
Jurisdictions shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least 10 out of 12), "How to" Presentations (at least 80%) and the Arizona Infectious Disease Training and Exercise. Attendance will be monitored by ADHS for use in grant reporting.

2.12.6 **Conduct Investigations of Reported Urgent Diseases and Public Health Incidents**
Investigation actions should include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation.

2.12.7 **Report All Identified Outbreaks Within 24 Hours**
Jurisdictions shall Report all of identified outbreaks to ADHS within 24 hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum, include the information identified in Appendix 1.

2.12.8 **Submit Outbreak Summaries to ADHS**
Outbreak summaries must be submitted to ADHS within 30 days of outbreak closure for all outbreaks investigated.

2.12.9 **Initiate Control Measures within the Appropriate Timeframe**
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 for details related to control measure initiation and selected diseases.

2.12.10 **Develop a plan to address and/or identify non-reporters**
Local jurisdictions shall develop a brief plan to identify non-reporters and provide outreach to these reporters. (i.e., review all healthcare facilities in the jurisdiction and cross-check with cases reported in MEDSIS to identify non-reporters.)

2.12.11 **Complete monthly performance measure report form**
Jurisdictions shall complete the monthly PHEP performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting and monitoring outbreaks in

the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting.

2.12.12 **Budget Period Short Term Goal:**

2.12.12.1 **Goal 1.** Maintain and enhance public health informatics infrastructure, including the state- wide electronic disease reporting system (MEDSIS), electronic laboratory reporting and syndromic surveillance systems to allow state and local-level epidemiologists to better collect data, track health events and analyze disease trends. This goal will be measured by the number of reports generated using the various surveillance systems, the integration of a new outbreak module into MEDSIS and the increase in the number of laboratories reporting electronically to ADHS.

2.12.12.2 **Goal 2.** Create and maintain protocols for investigation and communication and provide monthly trainings to improve the ability of health departments in Arizona to identify outbreaks and determine the source of infection or exposure. Goal measured by the number of trainings held throughout the grant period, the number of investigations initiated and by the percent of epidemiologists meeting CSTE Epidemiology Tier 1 core competencies.

2.13 **Capability 14: Responder Safety and Health**

2.13.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

2.13.2 **Budget Period Short Term Goal:**

2.13.2.1 **Goal:** Conduct gap assessment to determine the percent of healthcare coalitions that have systems and processes in place to preserve healthcare system functions to protect the coalition member employees (including non-healthcare).

2.14 **Capability 15: Volunteer Management**

2.14.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

2.14.2 **Budget Period Short Term Goal:**

2.14.2.1 **Goal:** Enhance the Volunteer Response Program for the members of the Healthcare Coalitions and volunteer organizations by developing updated plans, guidelines, forms and training as well as promote the utilization of the State Volunteer Management System (ESAR-VHP) at the local level to increase the credentialed volunteer database by 8%. The outcome will be measured by

increased revised/updated plans, new standard operating procedures, and forms for healthcare coalitions, ESF 8 partners, and local volunteer organizations for volunteer management and increased utilization of the AZ ESAR-VHP database for all volunteer organizations in Arizona.

Table 1- Deliverables "At a Glance"

	PROGRAM REQUIREMENTS APPLICABLE TO ALL PARTNERS
1	**Partnership/Coalition Meetings Attendance:** Designated PHEP Coordinator or representative will attend meetings within their region
2	**Reporting:** Mid-Year and End of Year Reports
3	**Financial Requirements:** Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Activities and Purchases
4	**Exercises:** Participate in the 2013-2014 ADHS Training and Exercise Plan Workshop, Provide ADHS agency specific HSEEP TEP no later than September 6, 2013
5	**Exercises:** Conduct and Participate in at least one ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health.
6	**Exercises:** Submit at Least One After Action Report from HSEEP Compliant Exercise or Real Event to ADHS by June 10, 2014
7	**Corrective Actions:** Develop and maintain Tracking Tool for AAR/IPs
	GOALS/OBJECTIVES
1	**Community Preparedness:** Local and Tribal health will develop a regional approach to address planning gaps identified
	Community Preparedness: Review/update written plans to ensure they include policy and process to participate in partnerships representing at least the 11 identified community sectors
2	**Community Recovery:** Evaluate healthcare system, behavioral health care and human services recovery needs, along with resource availability.
3	**Emergency Operations Coordination:** Local Health Departments gain access to WebEOC for their identified key staff
4	**Emergency Public Information:** Conduct regularly scheduled, ongoing communications drills with ADHS to ensure equipment and staff are ready for real-world responses
5	**Fatality Management:** Identify specific roles and functions during a Fatality Management response
6	**Information Sharing:** Provide Emergency Notification System Contact Information and Participate in System Tests
7	**Mass Care:** Identify Local Health roles and responsibilities to provide health services, and shelter services during a mass care incident

8	**Medical Countermeasure Dispensing:** Meet with ADHS SNS Coordinator quarterly to review Medical Countermeasure Dispensing Plans for the alignment of State and Local deployment of medical countermeasures
	Medical Countermeasure Dispensing Drills Non-CRI: Each County conduct at least two different SNS drills provide ADHS the target metrics by January 10, 2114 and April 25, 2014
	Medical Countermeasure Dispensing CRI: Cities Readiness Initiative (CRI) Drill requirement, Each County conduct at least three different SNS drills provide ADHS the target metrics by January 10, 2114 and April 25, 2014
9	**Medical Materiel Management & Distribution:** Participate in ADHS quarterly inventory Management System drills
10	**Medical Surge:** Participate in ADHS monthly communication drills with healthcare system partners
10	**Medical Surge:** Assist Coalition in developing processes for obtaining coalition-level situational awareness
11	**Non-Pharmaceutical Interventions:** Review plans to ensure the address NPIs for multiple incidents, updated plans as required to share intervention activities with partners and the public
13	**Public Health Surveillance and Epidemiological Investigation:** Participate in State testing of the communicable disease on-call system- Counties Only
	Public Health Surveillance and Epidemiological Investigation: Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually
	Public Health Surveillance and Epidemiological Investigation: Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only
	Public Health Surveillance and Epidemiological Investigation: Participate in at least 80% of the Epi Surveillance and Capacity meetings
	Public Health Surveillance and Epidemiological Investigation: Conduct investigations of reported urgent diseases and public health incidents.
	Public Health Surveillance and Epidemiological Investigation: Report All Identified Outbreaks within 24 Hours (see Appendix 1)

	Public Health Surveillance and Epidemiological Investigation: Submit Outbreak Summaries to ADHS (within 30 Days of Outbreak Closure for all Outbreaks Investigated)
	Public Health Surveillance and Epidemiological Investigation - Mitigation Actions: Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)
14	**Responder Safety and Health:** Complete a gap assessment survey to identify system and processes in place to preserve and maintain healthcare system functions and provide an inventory of Personal Protective Equipment.
15	**Volunteer Management:** Complete a volunteer needs assessment provided by ADHS which will include, identification of situations that would necessitate the need for volunteers in healthcare organizations, estimations of the anticipated volunteers, resource needs, identification of the health professional roles and known liability issues.

APPENDIX 1

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

Outbreak Reporting Table – July 1, 2013-June 30, 2014:

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

APPENDIX 2

1. Initiation of control measures can include:

   1.1 Initiation of an appropriate control measure

   1.2 A recommendation for initiation of a control measure

   1.3 A decision not to initiate or recommend a control measure

   1.4 Documented inability to initiate a control measure despite an effort to do so

2. Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

Public Health Control Measures and Timeframes:

Disease /agent	Example control measures	Initiation timeframe
Botulism	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within 24 hours of initial case identification
***E. coli* (STEC)**	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within 3 days of initial case identification
Hepatitis A, Acute	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within 1 week of initial case identification
Measles	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within 24 hours of initial case identification
Meningococcal Disease	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within 24 hours of initial case identification
Tularemia	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within 48 hours b) within 48 hours of initial case identification

APPENDIX 3

CENTRAL REGION
County
GILA
MARICOPA
PINAL
Tribal
GILA RIVER INDIAN COMMUNITY
NORTHERN REGION
County
APACHE
COCONINO
NAVAJO
YAVAPAI
Tribal
HOPI TRIBE
NAVAJO NATION
WHITE MOUNTIAN APACHE TRIBE
SOUTHERN REGION
County
COCHISE
GRAHAM
GREENLEE
PIMA
SANTA CRUZ
Tribal
PASCUA YAQUI TRIBE
SAN CARLOS APACHE TRIBE
TOHONO O'ODHAM NATION

WESTERN REGION
County
LA PAZ
MOHAVE
YUMA
Tribal
COCOPAH TRIBE
COLORADO RIVER INDIAN TRIBES
FORT MOJAVE INDIAN TRIBE
KAIBAB - PAIUTE TRIBE
QUECHAN TRIBE

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. **3**	Procurement Specialist Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Effective July 1, 2012, replace the Price Sheet, Page Two (2), of Amendment Two (2), with the Price Sheet, of this Amendment Three (3), Page Two (2). The total Price Sheet, effective with this Amendment Three (3), is $166,738.00.

2. Effective July 1, 2012, replace Attachment A, of the original Contract, Pages Fifteen (15) through Twenty (20), with Attachment A, Pages Three (3) through Fifteen (15), of this Amendment Three (3).

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services
Contractor Name

5515 S. Apache Ave, Suite 400
Address

Globe AZ 85501
City State Zip

CONTRACTOR SIGNATURE

Tommie C. Martin
Contractor Authorized Signature

Tommie C. Martin
Printed Name

Chairman, Board of Supervisors
Title

10/9/12

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

10/9/2012
Signature Date

Bryan B. Chambers
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 25th **day of** October **20** 12

Christine Ruth
Procurement Officer

Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Laura Flores 10-22-12
Signature Date
Assistant Attorney General

Printed Name: Laura Flores

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 3	Procurement Specialist Cindy Sullivan

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	$166,738.00	$ 166,738.00
Total			**$ 166,738.00**

FY 12-13

Public Health Emergency Preparedness Deliverables

BP1
Budget Year 2012-2013

Tier Definitions[1]

Tier I:
Allocation of
$300,000.00 and up

Tier II:
Allocation of
$150,000.00 to $299,999.99

Tier III:
Allocation of
$50,000.00 to $149,999.99

Tier IV:
Allocation of
$0.01 to $49,999.99

A. PROGRAM REQUIREMENTS:

1. Partnership/Coalition Meetings *(Northern, Central, Western, and Southern Regions)*:
The designated Public Health Emergency Coordinator or representative shall attend ADHS Healthcare Coalition meetings within their region. These meetings shall provide an opportunity for collaboration with healthcare facilities, County, State, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

2. Reporting
Progress on these deliverables, performance measures and activities conducted with funds from this Grant shall be reported in a timely manner for the Mid-Year and end of year report. These documents shall be submitted to ADHS.

3. Financial Requirements

   3.1 Performance: Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards;

   3.2 Match Requirement: The PHEP award requires a 10% "in-kind" or "soft" match from all the Grant participants. Each recipient shall include in their budget submission the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding;

   3.3 Inventory: Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above $5,000). Inventory list shall be provided to ADHS;

   3.4 Budget Spend Plan: Budget spend plans shall be completed and submitted to ADHS after Contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released;

   3.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all Grant related activities;

   3.6 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms shall be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42; and

   3.7 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 shall be completed. Approval for this shall be on a case by case basis and conducted by ADHS.

4. Exercises

   4.1 Participate in the 2012-2013 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2012; and

4.2 Support and participate in at least two (2) ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2013.

5. Corrective Actions:
Track and manage corrective actions identified in responses and exercises. Ensure after action reports AAR and IP are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone DSNS drill an executive summary and an IP shall be provided to the ADHS SNS Coordinator.

6. Emergency Notification System
Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This shall include contact information for the primary, secondary and tertiary individual for the Public Health Incident Management System (eg Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

B. CAPABILITY REQUIREMENTS:

1. Capability 1: Community Preparedness

1.1 Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover in both the short and long terms from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, State, local, and territorial, public health's role in community preparedness is to do the following:

1.1.1 Conduct a Jurisdictional Risk Assessment: The jurisdictional risk assessment, at a minimum, shall address:

1.1.1.1 Organization objectives and priorities for response based on the Hazard Vulnerability Assessment and Risk assessment,

1.1.1.2 Include the needs of at-risk and vulnerable individuals,

1.1.1.3 Identify priority healthcare assets and essential services,

1.1.1.4 Estimates of anticipated number of casualties that contribute to surge and fatality management planning,

1.1.1.5 Existing inputs from emergency management risk assessment data, health department programs, community engagements, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities,

1.1.1.6 Potential hazards, vulnerabilities, and risks in the community related to the public health, medical, and mental/behavioral health systems,

1.1.1.7 The relationship of these risks to human impact, interruption of public health, medical, and mental/behavioral health services, and

1.1.1.8 The impact of those risks on public health, medical, and mental/behavioral health infrastructure.

2. Capability 5: Fatality Management

2.1 Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident; and

2.2 Develop/Update Written Plans to Include: Processes and protocols developed in conjunction with jurisdictional mental/behavioral health partners to identify services to provide to survivors after an incident involving fatalities. Written plans shall include a contact list of pre-identified resources that shall provide mental/behavioral health support to responders and families according to the incident. Consideration shall be given to the inclusion of the following elements:

2.2.1 Mental/behavioral health professionals,

2.2.2 Spiritual care providers,

2.2.3 Hospices,

2.2.4 Translators, and

2.2.5 Embassy and Consulate representatives when international victims are involved.

3. Capability 6: Information Sharing

3.1 Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, State, County, local, territorial, and tribal levels of government, and the private sector;

3.2 Written plans shall include a protocol for the development of public health alert messages that include the following elements:

3.2.1 Time sensitivity of the information,

3.2.2 Relevance to public health,

3.2.3 Target audience,

3.2.4 Security level or sensitivity,

3.2.5 The need for action may include:

3.2.5.1 Awareness,

3.2.5.2 Request a response back, and

3.2.5.3 Request that specific actions be taken.

3.3 Maintain or Have Access to a Notification System
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners

3.4 Provide Emergency Notification System Contact Information and Participate in System Tests
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in system tests twice a year. Test results shall be provided to ADHS.

4. Capability 8: Medical Countermeasure Dispensing

4.1 Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures including, but not limited to, vaccines, antiviral drugs, antibiotics, and antitoxin in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

4.2 Develop or Update Medical Countermeasure Dispensing Plans
Written plans shall include: Standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request additional medical countermeasures, including memoranda of understanding or other letters of agreement with State/local partners; and written agreements, for example, memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities.

4.3 Cities Readiness Initiative (CRI) Drill Requirement
Conduct at least three (3) different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan shall be submitted for each drill. One (1) of the three (3) drills shall be the ADHS Sponsored DSNS Inventory Resource Management System drill. Jurisdictions shall provide ADHS with the Target Metrics by January 13, 2013 and June 15 2013 respectively. The remaining two (2) drills, which shall be completed by June 30, 2013, can be selected from the listing below:

4.3.1 Dispensing through-put data collection from exercise with specified CDC-identified metrics or virtual practice using CDC Real Opt Data Collection Program,

4.3.2 Timed Point of Dispensing (POD) set up per County Plan (Facility Set-up): to receive credit from the CDC a completed Excel-based spreadsheet (provided by the SNS Coordinator) shall be submitted to ADHS,

4.3.3 Staff Notification, Acknowledgement and Assembly, and

4.3.4 Resource Allocation game.

4.4 Drill Requirement
Tier I and Tier II jurisdictions are required to participate in the ADHS Sponsored DSNS Inventory Resource Management System Drill. These public health jurisdictions shall also conduct at least one (1) DSNS drill utilizing the Target Metric template provided by DSNS/ADHS. This drill may be conducted in conjunction with a larger exercise or on its own. The associated data tool shall be completed and provided to ADHS by June 30 2013, selected from the listing below:

4.4.1 Dispensing through-put data collection from exercise with specified CDC-identified metrics or virtual practice using CDC Real Opt Data Collection Program,

4.4.2 Timed Point of Dispensing (POD) set up per County Plan (Facility Set-up): to receive credit from the CDC a completed Excel-based spreadsheet (provided by the SNS Coordinator) shall be submitted to ADHS,

4.4.3 Staff Notification, Acknowledgement and Assembly, or

4.4.4 Resource Allocation game.

4.5 Drill Requirement
Tier III partners that plan to establish point(s) of dispensing in an emergency, shall conduct one (1) DSNS drill utilizing the Target Metric template provided by DSNS/ADHS by October 9, 2012. One (1) of the following drills shall be performed:

4.5.1 Dispensing through-put data collection,

4.5.2 Decision Making Assessment Tool,

4.5.3 Facility Set Up, or

4.5.4 Pick List Generation.

5. Capability 10: Medical Surge

5.1 Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised; and

5.2 Written Plans in Support of Medical Surge will be Developed or Updated
Plans shall include: documentation of staff assigned (and training in advance) to fill public health incident management roles as applicable to a given response; process to engage in healthcare coalitions and understand the role that each coalition partner shall play, to obtain situational awareness; documentation of process or protocol for how the health agency shall access volunteer resources through the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and the Medical Reserve Corps program of credentialed personnel available for assistance during an incident.

6. Capability 13: Public Health Surveillance and Epidemiological Investigation

6.1 Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners shall maintain the capacity for surveillance, investigation and control of infectious diseases and public health incidents. Partners shall work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information shall meet applicable patient privacy-related laws and standards, including State or territorial laws.

These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans shall include processes and protocols to gather and analyze data from reportable condition surveillance including, but not limited to, conditions for which jurisdictional law mandates name-based case reporting to public health agencies. Jurisdictions shall plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

6.2 Participate in State Testing of the Communicable Disease On-call System
Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests;

6.3 Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. Arizona utilizes MEDSIS to conduct reportable disease surveillance;

6.4 Conduct Outreach to Delayed Reporters
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting;

6.5 Validate Communicable Disease Reporting
Jurisdictions shall validate communicable disease reporting using hospital discharge and mortality surveillance databases. Jurisdictions shall follow up with non-reporters identified and develop educational plans to address any reporting gaps identified;

6.6 Conduct Investigations of Reported Urgent Diseases and Public Health Incidents
Investigation actions shall include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation;

6.7 Report All Identified Outbreaks Within 24 Hours
Jurisdictions shall Report all identified outbreaks to ADHS within twenty-four (24) hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum include the information identified in Appendix 1 of Attachment A;

6.8 Submit Outbreak Summaries to ADHS
Outbreak summaries shall be submitted to ADHS within thirty (30) days of outbreak closure for all outbreaks investigated; and

6.9 Initiate Control Measures within the Appropriate Timeframe
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 of Attachment A for details related to control measure initiation and selected diseases.

7. Capability 15: Volunteer Management

7.1 Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance;

7.2 Develop/Update Volunteer Management Plans
Written plans shall address anticipated volunteer needs in response to incidents, situations identified in the jurisdictional risk assessment including the following elements:

7.2.1 Identification of functional roles,

7.2.2 Skills, knowledge, or abilities needed for each volunteer task or role,

7.2.3 Description of when the volunteer actions shall happen,

7.2.4 Identification of jurisdictional authorities that govern volunteer liability issues and scope of practice,

7.2.5 Written plans shall include Memoranda of understanding or other letters of agreement with jurisdictional volunteer sources

7.2.6 Partnership agreements shall include plans for the following:

7.2.6.1 Partner organizations' promotion of public health volunteer opportunities,

7.2.6.2 Referral of all volunteers to register with jurisdictional Medical Reserve Corps and/or ESAR-VHP,

7.2.6.3 Policies for protection of volunteer information, including destruction of information when it is no longer needed,

7.2.6.4 Liability protection for volunteers,

7.2.6.5 Efforts to continually engage volunteers through routine community health activities, and

7.2.6.6 Documentation of the volunteer's affiliations at local, State, and federal levels, and provision for registered volunteer identification cards denoting volunteers' area of expertise.

Table 1- Deliverables "At a Glance"

	PROGRAM REQUIREMENTS for BP1	Tier 1	Tier 2	Tier 3	Tier 4
1	**Partnership/Coalition Meetings Attendance**	X	X	X	X
2	**Reporting:** Mid-Year and End of Year Reports	X	X	X	X
3	**Financial Requirements:** Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Alignment of Activities and Purchases	X	X	X	X
4	**Exercises:** Participate in the 2012-2013 ADHS Training and Exercise Plan Workshop	X	X	X	X
5	**Exercises:** Conduct and Participate in ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health for a Minimum of Two (2) Exercises.	X	X	X	X
6	**Exercises:** Submit at Least One (1) After Action Report from HSEEP Compliant Exercise or Real Event	X	X	X	
7	**Corrective Actions:** Develop and maintain Tracking Tool for AAR/IPs	X	X	X	X
	CAPABILITY REQUIREMENTS	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**
8	**Community Preparedness:** Submit Jurisdictional Risk Assessment	X	X	X	X
9	**Fatality Management:** Develop/Update Written Plans	X	X	X	X
10	**Information Sharing:** Develop/Update Written Plans to Exchange Information to Determine a Common Operating Picture	X	X	X	X
11	**Information Sharing:** Maintain or Have Access to a Notification System	X	X	X	X
12	**Information Sharing:** Provide Emergency Notification System Contact Information and Participate in System Tests.	X	X	X	
13	**Medical Countermeasure Dispensing:** Develop or Update Medical Countermeasure Dispensing Plans	X	X	X	X
14	**Medical Countermeasure Dispensing:** Cities Readiness Initiative (CRI) Drill requirement	X			

15	**Medical Countermeasure Dispensing:** Drill Requirement	X	X	X	
16	**Medical Surge:** Written Plans in support of Medical Surge shall be developed or updated	X	X		
17	**Public Health Surveillance and Epidemiological Investigation:** Participate in State testing of the communicable disease on-call system- Counties Only	X	X	X	
18	**Public Health Surveillance and Epidemiological Investigation:** Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually	X	X	X	
19	**Public Health Surveillance and Epidemiological Investigation:** Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only	X			
20	**Public Health Surveillance and Epidemiological Investigation:** Validate Communicable Disease Reporting using Hospital Discharge and Mortality Databases- Counties Only	X	X		
21	**Public Health Surveillance and Epidemiological Investigation:** Conduct investigations of reported urgent diseases and public health incidents.	X	X	X	X
22	**Public Health Surveillance and Epidemiological Investigation** : Report All Identified Outbreaks within twenty-four (24) Hours (see Appendix 1)	X	X	X	
23	**Public Health Surveillance and Epidemiological Investigation:** Submit Outbreak Summaries to ADHS (within thirty (30) Days of Outbreak Closure for all Outbreaks Investigated)	X	X	X	

24	**Public Health Surveillance and Epidemiological Investigation - Mitigation Actions:** Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)	X	X	X	
25	**Volunteer Management:** Develop/Update Volunteer Management Plan	X	X	X	X

APPENDIX 1

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

Outbreak Reporting Table – July 1, 2012-June 30, 2013:

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

APPENDIX 2

- Initiation of control measures can include:
  - Initiation of an appropriate control measure
  - A recommendation for initiation of a control measure
  - A decision not to initiate or recommend a control measure
  - Documented inability to initiate a control measure despite an effort to do so

- Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements

Public Health Control Measures and Timeframes:

Disease /agent	Example control measures	Initiation timeframe
Botulism	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within twenty-four (24) hours of initial case identification
***E. coli* (STEC)**	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within three (3) days of initial case identification
Hepatitis A, Acute	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within one (1) week of initial case identification
Measles	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within twenty-four (24) hours of initial case identification
Meningococcal Disease	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within twenty-four (24) hours of initial case identification
Tularemia	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within forty-eight (48) hours b) within forty-eight (48) hours of initial case identification

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007886 — Amendment No 2	Procurement Specialist Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1 Replace Price Sheet, Page Fourteen (14), of the original Agreement, with Price Sheet, Amendment Two (2), Page Two (2). The effective date of the amended Price Sheet is August 31, 2011, which reflects a total of $239,056 00 The increase is a result of the carryover of funds in the amount of $83,800 00

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services Contractor Name	CONTRACTOR SIGNATURE 5/22/12 Contractor Authorized Signature
5515 S. Apache Ave, Suite 400 Address	Tommie C. Martin Printed Name
Globe — AZ — 85501 City — State — Zip	Chairman, Gila County Board of Supervisors Title
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona 5 22 2012 Signature — Date Bryan Chambers, Chief Deputy County Attorney Printed Name	This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory State of Arizona Signed this 11th day of June 2012 Christine Ruiz Procurement Officer
Attorney General Contract No P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona 6-7-12 Signature — Date Assistant Attorney General Printed Name: Jordan T. Ellel	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.**

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No 2	Procurement Specialist Cindy Sullivan

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	$239,056 00	$ 239,056 00
Total			**$ 239,056.00**

FY 11-12

ORIGINAL CONTRACT

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-007886

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness

Begin Date: 8/31/11

Geographic Service Area: Arizona

Termination Date: 8/30/16

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 and Emergency Services

Address: 5515 S Apache Ave, Suite 400

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll, Director

Phone: 928-402-8767

FAX No: 928-425-7714

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Signature of Person Authorized to Sign — Date 12/6/11

Tommie C. Martin, Chairman

Print Name and Title

Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS12-007886. 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 14th day of December, 2011

Christie Rich

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 12/6/2011

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

Attorney General Contract, No. PIGA2011000344, 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 12/14/2011

Assistant Attorney General: ~~Ronald E. Johnson~~ Debbie Shelby

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1 **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1 1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1 2 *"ADHS"* means Arizona Department of Health Services

1 3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended

1 4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract

1 5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law

1 6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract

1 7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services

1 8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS

1 9 *"Days"* means calendar days unless otherwise specified

1 10 *"Fixed Price"* establishes a set price per unit of service The set price shall be based on costs, which are reasonable, allowable and allocable

1 11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received

1 12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property

1 13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract

1 14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State

1 15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor

1 16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract

1 17 *"State"* means the State of Arizona and/or the ADHS For purposes of this Contract, the term "State" shall not include the Contractor

2 **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3 **Contract Interpretation.**

3 1 Arizona Law The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona

3.2 Implied Contract Terms Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it

3 3 Contract Order of Precedence In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3 3.1 Terms and Conditions;

3 3 2 Statement or Scope of Work;

3 3 3 Attachments;

3.3 4 Referenced Documents

3 4 Relationship of Parties The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract

3 5 Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract

3 6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

3 8 Headings Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning

4 **Contract Administration and Operation.**

4 1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4 2 Contract Renewal This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period The term of the Contract shall not exceed five years However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated

4 3 New Budget Term If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services

4 4 Non-Discrimination The Contractor shall comply with State Executive Order No 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act

4 5 Records and Audit Under A R S § 35-214 and A R S § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times Upon request, the Contractor shall produce a legible copy of any or all such records

4 6 Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund

4 6 1 *Federal Funding* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order

4 6 2 *State Funding* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S § 35-181 03

4 7 Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities

4 8 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary

4 9 Advertising and Promotion of Contract The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer

4 10 Property of the State

4 10 1 *Equipment* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS When this Contract is terminated, the disposition of all such property shall be determined by the ADHS For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor All purchases of equipment need to be reported to the ADHS Office of Inventory Control

4 10 2 *Title and Rights to Materials* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and

electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material

4 11 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

4 12 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 13 Scrutinized Businesses In accordance with A R S § 35-391 and A R S § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

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 The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A R S § 41-1758 et seq

15 2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel

16 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached

17 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

18 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007

A. Background

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP) These funds are used to support development and implementation of Tasks in this Scope of Work The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments

B. Objective

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work

C. Scope of Work

The Contractor shall:

1 The Scope of Work can be found in the following Tasks In addition, the Annual Performance Requirements can be found in Attachment A hereto and incorporated herein Attachment A will change each year, as will the estimated budget for the period of August 31st through August 30th The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP The Contractor shall have the flexibility of making adjustments to the Budget categories within ten percent (10%) of the budgeted amount provided on the approved Budget. Any change exceeding ten percent (10%) shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS It is the responsibility of the Contractor to coordinate and manage funds under this Contract

D. Tasks

The Contractor shall:

1 Maintain a Contractor's Public Health Emergency Preparedness Coordinator;

2 Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

3 Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;

4 Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;

5 Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a twenty-four (24) hours a day, seven (7) days a week basis Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

6 Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response; and

7 Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal The Contractor shall submit the completed Budget on or before

a date determined annually by the CDC and the State The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before August 31st The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area Upon receipt of funding communication, the Contractor shall prepare and submit a detailed Budget for the period of August 31st through the following August 30th of each Budget year The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established

E. Annual Performance Requirements

The Contractor shall perform the requirements in Attachment A

F. Deliverables

The Contractor shall:

1 Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

2 Provide an annual budget with all federal funding documentation required;

3 Provide Annual Performance Requirements as listed and distributed annually See Attachment A; and

4 Be prepared to open their Emergency Operations Centers for all designated emergencies

G. Notices, Correspondence and Reports

1 Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue, #150
Phoenix, AZ 85007

2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health and Emergency Services
5515 S Apache Ave, Suite 400
Globe, AZ 85501
Attn: Leana Asberry
Phone: 928-402-8805
lasberry@co gila.az us

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	Year	$ 155,256 00
Total			**$ 155,256.00**

FY 11-12

County and Tribal Public Health Emergency Preparedness Deliverables

BP11
Budget Year 2011-2012

Tier Definitions[1]

Tier I:
Allocation of
$300,000.00 and up

Tier II:
Allocation of
$150,000.00 to $299,999.99

Tier III:
Allocation of
$50,000.00 to $149,999.99

Tier IV:
Allocation of
$0.01 to $49,999.99

1. **EVIDENCE BASED PERFORMANCE MEASURES AND BENCHMARKS**
Report on the following performance measures in the semi-annual and annual progress reports.
Note: the CDC performance measures below are the same for the State and local level.

Emergency Notification System Maintenance
Tiers I, II & III shall:

1.1 Confirm the accuracy of the primary, secondary and tertiary contact information for all eight (8) Incident Command System functional roles at least once every six (6) months. Submit ADHS provided template to the Health Services Portal (HSP).

1.2 Update the "County/Tribal Public Health Emergency Contact Information Sheet" and post to HSP every six (6) months and notify Preparedness Coordinator of location

This sheet shall be updated to include contact information for the primary, secondary and tertiary individual for the following eight (8) Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, Operations Section Chief, Planning Section Chief, and Finance/Administration Section Chief. The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

1.3 Test the notification system twice a year. One (1) test shall be unannounced and occurring outside of regular business hours. This unannounced test shall occur within the first six (6) months of the grant cycle. This can be demonstrated as a response to a real incident, as a stand-alone drill or as part of a functional or full scale exercise.

The tests shall capture the following metrics:

PERCENT CONTACTED: The percentage of primary and secondary key response staff that the public health agency successfully contacts without using electric grid power and primary land-line telephone service.

The mean time for this to be completed is sixty (60) minutes.

The numerator to be captured is the number of partners who responded in each of the following categories:
1. 0.00 to 15.00 minutes
2. 15.00 to 30.00 minutes
3. 30.00 to more minutes

The denominator to be captured is the number of response partners to whom the communication was sent.

NOTIFICATION TIME: The time to notify all primary and secondary staff, with public health agency Incident Command System functional responsibilities, that the public health agency Emergency Operations Center (EOC) is being activated.

The mean time for this to be completed is sixty (60) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary.

REPORT TIME: The amount of time for primary and secondary staff, with public health agency Incident Command System functional responsibilities, to report for duty at the public health agency EOC. The EOC utilized may be the public health agency's primary, secondary or virtual location. An example of a virtual EOC could be a secure telephone conference line.

The mean time for this to be completed is one hundred fifty (150) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary, that the public health agency EOC shall be activated.

2. EXERCISES AND IMPROVEMENTS

2.1 Tier I Partners

2.1.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2011;

2.1.2 Conduct or participate in at least two (2) public health emergency exercises developed in accordance with HSEEP standards. Submit the After Action Reports and Improvement Plans for each exercise to ADHS by August 9, 2012;

2.1.3 Conduct a minimum of three (3) different DSNS drills One (1) shall occur by December 30, 2011 with the remaining two (2) to be completed by August 9, 2012. These shall be conducted in conjunction with required exercises or on their own. The associated templates shall be completed and provided to ADHS by January 13, 2012 and August 10, 2012 respectively

2.1.3.1 Dispensing through-put data collection
2.1.3.2 Decision Making Assessment Tool
2.1.3.3 Facility Set Up
2.1.3.4 Pick List Generation

2.1.4 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.1.5 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.2 Tier II Partners

2.2.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.2.2 Conduct at least one (1) DSNS drill by August 9, 2012. This drill may be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.2.2.1 Dispensing through-put data collection
2.2.2.2 Decision Making Assessment Tool
2.2.2.3 Facility Set Up
2.2.2.4 Pick List Generation

2.2.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings

2.2.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners

2.3 Tier III Partners

2.3.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.3.2 If the Tier III partner plans to establish its own point(s) of dispensing in an emergency situation, then conduct at least one (1) DSNS drill by August 9, 2012. These drills shall be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.3 2.1 Dispensing through-put data collection
2.3 2.2 Decision Making Assessment Tool
2.3.2.3 Facility Set Up
2.3.2.4 Pick List Generation

2.3.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.3 4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.4 Tier IV Partners

2.4.1 Response Plan: Submit an all hazards public health emergency response plan. This plan shall be submitted to the ADHS BPHEP Preparedness Coordinator via HSP.

2.4.2 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3 1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1 2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

Epidemiology

3.1.3 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed. See Epidemiology Notes for details and reporting.

CIFOR EVALUATION: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.4 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1 5 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

3.2 Tiers I & II Partners

Epidemiology

3.2.1 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

3.2.2 Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, and responses with epidemiologist involvement for: suspected outbreaks; suspect cases of select agents, measles, meningococcal disease or rubella; and non-communicable disease incidents.

3.2.3 Planning: Develop an operational plan for urgent, suspect infectious diseases for a) collection and submission of specimens to the state laboratory, and b) obtaining and administering prophylaxis for individual contacts in a non-mass prophylaxis setting

3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3 3 Tier II & III Partners

Epidemiology

3.3.1 Communicable Disease Reporting: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide

reporting gaps identified.

3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving an infectious disease scenario that utilizes the operational plans in for specimen collection and administering prophylaxis to individuals in a non-mass prophylaxis methodology.

3.3.3 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers.

4. ASSURANCES

Report on the following items in the semi-annual and annual progress reports.

4.1 Tiers I, II, III and IV Partners

4.1.1 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. Per OMB Circular A-87, compensation charges for employees who work solely on a single federal award shall be supported by periodic certifications that the employees worked solely on that program during the certification period.

These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Recipients shall be able to document that the scope of duties and activities of these employees are in alignment and congruent with the intent of the PHEP cooperative agreement to build public health response capacity and to rebuild public health infrastructure in local public health agencies. These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.1.2 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables shall be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this shall be on a case by case basis and conducted by ADHS.

4.1.3 Reporting: Progress on the deliverables and activities conducted with funds from this grant shall be reported in a timely manner with the submission of the Mid-Year and End-of-Year Reports. These documents shall be submitted to the ADHS BPHEP Preparedness Coordinator and posted to HSP. The location of this posted document shall also be provided to the ADHS BPHEP Preparedness Coordinator.

4.1.4 Financial: Submit Match Documentation at the time the budget is submitted for approval. The budget shall not be considered without this documentation present.

All fiscal reporting shall be done in a timely manner, as outlined in the Contract.

4.1.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities, budgets and reports.

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-2132 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date:	10/22/2013		
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:	2014	Budgeted?:	Yes
Contract Dates Begin & End:	10/01/13 to 09/30/14	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010890) with Arizona Department of Health Services

Background Information

The Board of Supervisors adopted this Intergovernmental Agreement (IGA) on October 18, 2011. This contract provides funding for continuation of the Commodity Supplemental Foods Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP). This popular program provides approximately 200 low-income individuals, mostly seniors, with a box of commodities each month that provides nutrients that participants might not otherwise receive. Farmers' Markets are now a feature during the summer in Payson and Globe.

The Board of Supervisors approved Amendment No. 1 on February 7, 2012 extending the services and the price sheet.

Evaluation

This Amendment will replace the Price Sheet section of the Intergovernmental Agreement. CSFP funding will increase the level of funding from $5,160 to $5,448.

Seniors Farmer's Market Nutrition Program will remain fee for service at the same rate of $1.25 for each unit of check issuance.

Conclusion

This Amendment to the IGA contract provides funding of $5,488 for continuation of the Commodity Supplemental Foods Program (CSFP) from October 1, 2013, to September 30, 2014.

Recommendation

The Director of Health & Emergency Services recommends that the Board of Supervisors approve Amendment No. 2 to the Intergovernmental Agreement Contract No. ADHS12-010890 between the Arizona Department of Health Services and Gila County Division of Health & Emergency Services, which will allow Nutrition Services to continue to provide CSFP services to the residents of Gila County.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amount of $5,488 for the continuation of the Commodities Supplemental Food Program (CSFP) and Senior Farmer's Market Nutrition Program (SFMNP) for the period October 1, 2013, to September 30, 2014.

Attachments

Amendment #2 to IGA

Amendment #1

CFSP IGA Contract No. ADHS12-010890

Legal Explanation

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams Street, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010890	Amendment No. 2	Procurement Specialist Tracey Thomas

BNPA – CFSP/SFMNP

Effective October 1, 2013, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Terms and Conditions, Section 4, Contract Administration and Operation, Item 4.12, Scrutinized Businesses is hereby deleted.

2. The Price Sheet in Amendment One (1) is hereby revised and replaced by the Price Sheet in Amendment Two (2). The total Price Sheet is **$5,448.00** with the following changes:

   a. **Personnel Costs** increased by **$55.00** because more work was completed;
   b. **Employee Related Expenses** increased by **$211.00** because more work was completed; and
   c. **Other Operating Expenses** increased by **$22.00** because more work was completed.

   In ProcureAZ the Contract pricing "Items" tab will be updated upon execution of this Amendment Two (2).

All other provisions of this agreement remain unchanged.

Gila County Health Department **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
1400 East Ash Street **Address**	Michael A. Pastor **Printed Name**
Globe Arizona 85501 **City State Zip**	Chairman, Board of Supervisors **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature** **Date**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this** _____ **day of** _____ **2013**
Bryan Chambers, Deputy Attorney Principal **Printed Name**	**Procurement Officer**
Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature Date Assistant Attorney General Printed Name:	**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.**

CSFP and SFMNP Services

PRICE SHEET

Commodity Supplemental Food Program (CSFP)

Effective: October 1, 2013 to September 30, 2014

LINE ITEM BUDGET	AMOUNT
Personnel Services	$3,400.00
Employee Related Expenses	$1,326.00
Professional & Outside Services	$0.00
Travel Expense	$600.00
Occupancy Expense	$0.00
Other Operating Expenses	$122.00
Capital	$0.00
Indirect (if authorized)	$0.00
TOTAL	**$5,448.00**

Senior Farmer's Market Nutrition Program (SFMNP)

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams. Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-010890**	Amendment No 1	Procurement Specialist Tracey Thomas

Bureau of Nutrition and Physical Activity (BNPA)
Commodity Supplemental Food Program (CSFP) and Senior Farmers Market Nutritional Program (SFMNP)

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1 Replace the original Price Sheet of this Agreement with the revised Price Sheet on Page Two (2) of this Amendment One (1) The overall total of **$5,160.00** remains the same, however the following line items are corrected:

a Personnel: Budget increased to $395 00 to reflect the correct total amount of **$3,345.00.**

b ERE: Budget increased $151 00 to reflect the correct total amount of **$1,115.00.**

All other provisions of this agreement remain unchanged.

Gila County Health Department
Contractor Name

1400 East Ash Street
Address

Globe Arizona 85501
City State Zip

CONTRACTOR SIGNATURE
In accordance with A.R S 35-391 06 and A.R S 35-393 06. the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

Tommie C Martin 2/7/12
Contractor Authorized Signature

TOMMIE C MARTIN, CHAIRMAN, BOS
Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A R S § 11-952. the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

2/7/12
Signature **Date**

BRYAN CHAMBERS, Gila Co. ATTORNEY
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 1st **day of** March ~~2009~~ 2012

Christine Ruth
Procurement Officer

Attorney General Contract No PIGA2010000344, which is an Agreement between public agencies. has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General. who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Deb M Sterling 2/27/2012
Signature Date
Assistant Attorney General

Printed Name: Debra Sterling

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.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-010890**	Amendment No. 1	Procurement Specialist Tracey Thomas

PRICE SHEET FY 2012

COST REIMBURSEMENT CONTRACT

LINE ITEM BUDGET	AMOUNT
Personnel Services	$3,345
Employee Related Expenses	$1,115
Professional & Outside Services	0
Travel Expense	$600
Occupancy Expense	0
Other Operating Expenses	$100
Capital	0
Indirect (if authorized)	0
TOTAL	**$5,160**

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-010890

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: CSFP/SFMNP Program **Begin Date:** 10/1/11

Geographic Service Area: Arizona **Termination Date:** 9/30/16

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 Department

Address: 1400 East Ash

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: URSULA DONOVAN

Phone: 928-402-8815

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

10-18-11

Signature of Person Authorized to Sign Date

TOMMIE C MARTIN, CHAIRMAN, BOS

Print Name and Title

This Contract shall henceforth be referred to as Contract No. ADHS12-010890 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 16th **day of** November, 2011

Christine Roth

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.

10 19 2011

Signature of Person Authorized to Sign Date

BRYAN CHAMBERS, Gila County Attorney

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. PIGA2011000344, 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:

11/2/11

Signature **Date**

Assistant Attorney General: Ronald E. Johnson

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope

of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products

created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable

distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor shall 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. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

    15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

    If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. BACKGROUND

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 Commodity Supplemental Food Program (CSFP) and the Senior Farmers Market Nutrition Program (SFMNP). Both USDA programs are discretionary, and each program provides a specific service.

The CSFP is a USDA nutrition program providing food commodities to low-income, nutritionally at-risk women, children up to age six (6) and persons sixty (60) years of age or older. The SFMNP is intended to increase consumption of locally grown fresh fruits and vegetables by providing SFMNP checks to a limited number of seniors participating in the CSFP to purchase these items directly from Growers at ADHS-approved Farmers' Markets. Currently, ADHS contracts with Agencies to provide both CSFP and SFMNP services such as nutrition education and instructions for FMNP check use, and adherence to an agreed upon distribution process.

B. OBJECTIVE

Contract with viable organizations that can become Program Contractors for either CSFP and SFMNP. A Contractor shall meet CSFP Program requirements and may additionally elect to provide SFMNP services within the five (5) year time period of this Contract. As such, a Contractor may provide CSFP Services only or CSFP and SFMNP services.

C. SCOPE OF SERVICES

CSFP

The Contractor shall perform all necessary work required to administer and provide CSFP services to eligible participants according to the Arizona CSFP Policies and Procedures Manual (CSFP PPM). These services include but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures for food boxes, such as;
   - 4.1 Safeguarding;
   - 4.2 Warehousing;
   - 4.3 Distributing;
   - 4.4 Tracking, and
   - 4.5 Doing inventory of food ordered and distributed.
5. Documenting accurately all required information;
6. Providing administrative functions necessary for operation of the CSFP;
7. Preparing and submitting all required reports in accordance with this Contract; and
8. Compliance to all provisions of the CSFP PPM.

SFMNP

The Contractor shall perform all necessary work to administer SFMNP services to eligible participants according to the Arizona FMNP Policies and Procedures Manual (FMNP PPM). These services include, but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures, such as;

   4.1 Safeguarding check stock and issuing checks;

   4.2 Documenting accurately all required information;

   4.3 Providing administrative functions necessary for the operation of the SFMNP; and

   4.4 Preparing and submitting all required reports in accordance with this Contract and adhering to all provisions of the FMNP PPM.

D. TASKS

1. Administration

The Contractor for CSFP Services shall:

1.1 Screen program applicants to determine eligibility of program participation in accordance with procedures described in the Arizona CSFP PPM;

1.2 Utilize the ADHS database system to certify CSFP participants;

1.3 Designate the appropriate food package for the Program Participant in accordance with the Arizona CSFP PPM, to include the following activities:

1.3.1 Provide required certification documents; and

1.3.2 Provide guidance as to location and times for pickup of monthly food boxes.

1.4 Provide CSFP participants with written information about available health and social services that the participant may be eligible, and make referrals as necessary;

1.5 Provide each program participant with information on Program rules, regulations, foods and food package use;

1.6 As needed, develop and submit for ADHS approval a Local Agency Policies and Procedures Manual if current policies and procedures deviate from the Arizona CSFP PPM;

1.7 Obtain Health Insurance Portability and Accountability Act (HIPAA) authorization from each affected program participant prior to the release of participant information to any Agency;

The Contractor for SFMNP Services shall:

1.8 Provide services to clients in accordance with the Arizona Farmers' Market Nutrition Program

Policies and Procedures Manual (FMNP PPM);

1.9 Utilize the AIM database system to identify eligible participants, offer the program, and issue SFMNP checks to eligible CSFP participants;

1.10 Treat FMNP checks as negotiable financial instruments. Contractor shall assume liability for the issuance of SFMNP checks assigned to the Contractor, and assume financial liability for any checks that cannot be accounted for and reconciled;

1.11 Submit a written request to the ADHS FMNP Program Manager for authorization to utilize a staff member to train and certify local growers. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training shall be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Program Manager;

1.12 Provide other information as required for ADHS to administer the program in accordance with State and federal regulations; and

1.13 If additional funds become available and the Contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor shall choose whether or not to distribute the additional checks with no increase in the Contract budget.

2. Distribution

The Contractor for CSFP Services shall:

2.1 Distribute and document the issuance of the appropriate food boxes to participants.

The Contractor for SFMNP Services shall:

2.2 Distribute to participants a brief description of non-allowable and allowable items (Participant Information Guide and other information provided by ADHS) and the time period for check redemption;

2.3 Distribute information to participants regarding the location and hours of ADHS-approved Farmers' Markets;

2.4 Distribute information regarding approved Farmers' Markets (provided by ADHS) to participants and notify ADHS within five (5) working days of receipt, of any notification of change from an individual Farmers' Market;

2.5 Issue SFMNP checks to persons sixty (60) years of age or older who have been certified or waitlisted for CSFP and desire to participate in the program; and

2.6 Encourage and remind participants to visit the farmers' market to redeem checks.

3. Nutrition Education

The Contractor for CSFP Services shall:

3.1 Provide each CSFP adult program participant (or parent/caretaker for a child participant) with one (1) nutrition education contact in each six (6) month certification period that shall be documented in the participant's AIM database file;

3.2 For program participants sixty (60) years of age and older, one (1) nutrition education contact per twelve (12) month certification period shall be provided and documented;

3.3 Whenever possible, Arizona Nutrition Network (AZNN) materials and messages provided by ADHS shall be utilized by the Contractor to ensure common nutrition messages.

The Contractor for SFMNP Services shall:

3.4 Provide the participant with nutrition education and materials supplied by ADHS and information regarding the identification of seasonal market produce; and

3.5 Document the provision of the education according to the Arizona FMNP PPM.

4. Staffing

The Contractor for CSFP and/or SFMNP Services shall:

4.1 Designate an individual to serve as the CSFP and/or SFMNP Director/Manager for the Local Agency;

4.2 Provide the services of a Community Nutrition Worker(s) in numbers proportionate to the Local Agency's assigned caseload, to certify program participants for CSFP and issue SFMNP checks; and

4.3 Provide CSFP clerk(s) to perform administrative support tasks with CSFP clinics, at the option of the Contractor.

5. Training

The Contractor for CSFP and/or SFMNP Services shall:

5.1 Provide training to program staff and volunteers on the following subjects;

5.1.1 Program rules for CSFP and/or SFMNP;

5.1.2 CSFP commodities and food box composition;

5.1.3 Use of AIM database system for certifying program participants and recording of food box distribution;

5.1.4 As appropriate, ADHS Approved Farmers' Market locations;

5.1.5 As appropriate, issuance and education procedures for SFMNP checks; and

5.1.6 As appropriate, use of ADHS database system for issuing SFMNP checks.

5.2 On an annual basis provide program staff and volunteers with civil rights training in accordance with 7 CFR Part 247.

6. Data Collection

The Contractor for CSFP and/or SFMNP Services shall:

6.1 Collect and maintain program and participant demographic information. The following tools and tasks are required;

6.1.1 Utilize the hardware and software provided by ADHS to operate the CSFP and/or Seniors Farmers' Market module of the ADHS database system to certify and enroll program participants; and

6.1.2 Complete all data elements required in the ADHS database system as outlined in the Arizona CSFP and/or FMNP PPM.

7. Equipment Handling

The Contractor for CSFP and/or SFMNP Services shall:

7.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (AAPM) with respect to accountability for equipment purchased with ADHS provided funds;

7.2 Maintain a formal inventory listing or subsidiary record of all capital and non-capital equipment provided by ADHS or purchased by the Contractor with CSFP funds. The capital equipment (with a cost of $1,000.00 or more) listing shall include the following information;

7.2.1 Tag or identification number;

7.2.2 Description;

7.2.3 Purchase cost or fair market value on the date of donation;

7.2.4 Purchase or donation date;

7.2.5 Physical location; and

7.2.6 Date of disposal.

7.3 Provide appropriate maintenance and upkeep for all equipment purchased with CSFP funds. Services may be provided by internal Contractor staff or any authorized maintenance contract;

7.4 Obtain written permission from ADHS prior to expending CSFP funds to purchase capital equipment;

7.5 Obtain written permission from ADHS prior to purchasing automated data processing equipment with CSFP funds; and

7.6 Obtain specific written ADHS approval prior to the transfer or disposal of any equipment purchased with CSFP funds.

8. Administrative Requirement and Reports

The Contractor for CSFP and/or SFMNP Services shall:

8.1 Maintain CSFP and/or SFMNP files in accordance with Arizona CSFP/FMNP PPM guidelines. The following documentation records shall be maintained either as a paper file or in the AIM database:

8.1.1 Eligible participant files (active and inactive) (AIM database);

8.1.2 Number and type of counseling sessions provided to participants regarding their program abuse (paper);

8.1.3 Ineligible participant files and reason for ineligibility (paper);

8.1.4 Food packages authorized for the program participant (AIM);

8.1.5 Staff training files (paper);

8.1.6 Outreach files (paper);

8.1.7 Documentation of dual participation actions;

8.1.8 Waiting lists (when applicable) (AIM); and

8.1.9 Civil Rights file to include documentation and resolution of all civil rights complaints. Civil rights files shall include and provide the following:

8.1.9.1 Racial and Ethnic Participation forms (FNS-191); and

8.1.9.2 Data compilation, records maintenance, and reports submittals as required by USDA to permit effective enforcement of the non-discrimination laws.

9. Participant Requirements

CSFP Eligible Program Participant Requirements:

9.1 Pregnant women, breastfeeding women up to twelve (12) months postpartum, and non-breastfeeding women up to twelve (12) months postpartum whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor;

9.2 Children one (1) year through five (5) years of age whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor; and

9.3 Persons sixty (60) years of age or older, whose household income does not exceed one hundred and thirty percent (130%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor.

SFMNP Program Participants:

9.4 CSFP participants sixty (60) years of age and older (Seniors).

E. CONTRACTOR REQUIREMENTS

1. The Contractor shall have computer systems that can access the AIM/HANDS ADHSdatabase system to become a CSFP Contractor; and

2. The Contractor shall be a **CSFP Agency** with existing access to the ADHS AIM/HANDS database system to become an SFMNP Contractor.

F. REFERENCE DOCUMENTS

1. Title 7 Code of Federal Regulations (CFR), Part 247- Commodity Supplemental Food Program – Available at www.gpoaccess.gov

2. Arizona Commodity Food Program Policy and Procedures Manual

3. Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs

4. Title 7 Code of Federal Regulations (CFR) Part 249 – Senior Farmers' Market Nutrition Program. Available at www.gpoaccess.gov

5. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual

G. STATE PROVIDED TASKS/ITEMS

ADHS FMNP shall provide:

1. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
2. Arizona Commodity Supplemental Food Program Policies and Procedures Manual;
3. Accounting and Auditing Procedures Manual for Contractors of ADHS-Funded Programs;
4. Maintenance of ADHS Database System for CSFP staff as required;
5. Educational materials for participants;
6. Client/Participant Information Guide;
7. Information about approved farmers' market locations;
8. Monitoring of Farmers' Markets for compliance with regulations;
9. Periodic redemption reports for issued checks;
10. Formats for required reports;
11. An electronic Contractor's Expenditure Report (CER); and
12. ADHS Database system, currently referred to as AIM but shall be transiting to HANDS.

H. DELIVERABLES

The Contractor shall submit:

1. A monthly Contractor's Expenditure Report (CER) for each Program within three (3) weeks after the end of each month in which services were provided. Electronic format of the CER shall be provided;
2. Final CER, which reflects the Contractor's total incurred costs for the fiscal year. Due thirty (60) days after the end of the fiscal year;
3. Copies of any local polices or procedures for approval prior to implementation;

Additional Senior Farmers' Market Deliverables

4. Notification of ADHS FMNP Manager within five (5) working days of receipt of notification of change of hours or location of any Farmers' Market;
5. Written requests for authorization to utilize a Contractor staff member to train and certify local growers, as needed; and
6. All other reports as required in the Arizona FMNP Policies and Procedures Manual.

I. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

1. Notices, Correspondence and Reports and CERs concerning CSFP from the Contractor to ADHS shall be sent to:

   CSFP Manager
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 310
   Phoenix, Arizona 85007

2. Notices, Correspondence and Reports and CERs concerning SFMNP from the Contractor to ADHS shall be sent to:

   FMNP Manager
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 310
   Phoenix, Arizona 85007

3. Notices, correspondence, reports and payments from ADHS to Contractor shall be sent to:

   Name: GILA COUNTY DIVISION OF HEALTH & EMERGENCY SERVICES

   Attention: Jean Ann Sartain

   Address: 5515 S APACHE AVE, SUITE 100

   City: GLOBE

   State and ZIP: AZ 85501

   Phone: 928-402-8502

   Email: jsartain@co.gila.az.us

Agency Name: Gila County

PRICE SHEET

Effective 10/1/11

Cost Reimbursement Line Item Budget

CSFP Services

Account Classification	Amount
Personnel	$2,950
Employee Related Expenses	$964
Professional & Outside Services	$0
Travel Expense	$600
Occupancy Expenses	$0
Other Operating Expenses	$100
Capital Expenditures	$0
Indirect Cost	$0
Total	**$5,160**

Senior Farmer's Market Nutrition Program Services
Effective 3/1/12

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2123 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date:	10/22/2013		
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:	N/A	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Memorandum of Understanding between Gila County and the Town of Hayden.

Background Information

This Memorandum of Understanding (MOU) is written in compliance with the Intergovernmental Agreement (IGA) approved by the Board of Supervisors on July 16, 2013.

The Town of Hayden has applied for Community Development Block Grant (CDBG) funds for housing rehabilitation within the Town. The County, through its Community Services Division, has participated in the preparation of said documents and is prepared to assist the Town in the administration of the grant if and when funds are received.

Evaluation

The County, through the Community Services Division, will provide professional and technical assistance, as well as inspections for rehabilitation services anticipated under this grant.

As full and complete compensation, the County shall be paid $14,000 for administration of the grant, $68,576 for construction work, and $17,000 for rehabilitation services provided pursuant to this Agreement.

Conclusion

If funding is awarded, the Town of Hayden will rehabilitate approximately two housing rehabilitation projects anticipated under the grant funds.

Technical Support will be provided by the Community Services Division.

Recommendation

The Gila County Division of Community Services Director recommends that the Board of Supervisors approve this Memorandum of Understanding.

Suggested Motion

Approval of a Memorandum of Understanding (MOU) between the County of Gila and the Town of Hayden, which is written in compliance with the Intergovernmental Agreement (IGA) approved by the Board of Supervisors on July 16, 2013. The Town of Hayden has applied for Community Development Block Grant Funds (CDBG) to provide housing rehabilitation within the Town of Hayden, and it is requesting that the Gila County Community Services Division provide technical support.

Attachments

Memorandum of Understanding between Gila County and Town of Hayden
Intergovernmental Agreement Town of Hayden
Legal Explanation

MEMORANDUM OF UNDERSTANDING

RE: Community Development Block Grant - Administration
Gila County - Town of Hayden
FY- 2013 CDBG Application - Housing Rehab, Activity #2

This Memorandum of Understanding (MOU) is written in compliance with the Intergovernmental Agreement (IGA) between the County of Gila (County) and the Town of Hayden (Town) dated the 16th day of July 2013, and recorded in Docket 2013008382, pages 1-5.

The Town has applied for Community Development Block Grant (CDBG) funds for housing rehabilitation within the Town. A copy of said grant application with supporting documents is attached hereto and by reference made a part hereof as Exhibit "A". Said documents include the following: grant cover sheet, summary sheet, activity budget sheets, activity description, census information, maps, application certifications, and resolutions of the Town of Hayden. The County, through its Community Services Division, has participated in the preparation of said documents and it is prepared to assist the Town in the administration of the grant to comply with all obligations imposed upon the Town when grant funds are received, all in conformance with the IGA which is fully incorporated herein. The Town will receive and disburse funds from the grant pursuant to an IGA with the Arizona Department of Housing and will be required to comply with rules and regulations with regard to the receipt, disbursement, and close-out of said funding program.

A) Pursuant to all the provisions of the IGA, the Town will:

1. Complete and file service area Environmental Review Report (ERR).
2. Market grant funds by notifying the public of the grant's purpose and availability.
3. Disburse funds in compliance with the grant obligation.
4. Provide services for grant close-out.

B) Pursuant to the IGA, the County, through the Office of Community Services, will provide professional and technical assistance, as well as inspections for rehabilitation services anticipated under the grant. The County will also:

1. Provide assistance in administration and keep the Town staff informed of all requirements regarding receipt and maintenance of grant funds.
2. Be responsible for intake, ERR for each specific structure, specifications and bids, rehabilitation, and approval of all project related costs prior to payment by the Town.
3. Provide final inspection and approval for approximately two (2) housing rehabilitation projects anticipated under the grant funds.
4. Review and comply with all provisions of any rules or regulations of the Arizona Department of Housing or the IGA as they relate to the CDBG funds received.

5. Notify the Town of any need to take action pursuant to the Town's obligations under any written agreement with the Arizona Department of Housing or applicable rules or regulations.
6. Administer the grant project to insure compliance with all CDBG and Arizona Department of Housing requirements.
7. Keep a copy of all warranty information in a project file for each approved and completed project.

As full and complete compensation, the County shall be paid $14,000.00 for administration of the grant, $68,576.00 for construction work, and $17,000.00 for rehabilitation services provided pursuant to this Agreement. The County shall be paid in installments upon billing and approval by the Town Financial Advisor, based on a percentage of completion of the services provided in compliance with CDBG requirements.

The remaining obligations of the County and Town shall be as provided in the IGA of July 16, 2013, which is fully incorporated herein.

APPROVED this 1st day of October 2013.

TOWN OF HAYDEN

Charles Vega, Mayor

GILA COUNTY

Michael A. Pastor, Chairman
Board of Supervisors

Malissa Buzan, Director
Community Services Division

Approved as to form:

Bryan Chambers,
Deputy Attorney Principal

Attest:

Marian Sheppard, Clerk of the Board

Exhibit "A"

FORM 1
FY 13 COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION COVER SHEET
CDBG CONTRACT NO.

ARIZONA DEPARTMENT OF HOUSING

☒	A. Regional Account (RA) COG: CAG	☒	B. State Special Project (SSP)
☐	C. Colonias	☐	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number
Town of Hayden #0839930570 / TIN 86-6008224

2. Legislative/ Congressional Districts:
23/1

3. Address (with complete nine-digit zip code): 520 Velasco Ave, Hayden, AZ 85235-0167
Name of County Applicant Located In: Gila

4. Contact Person/Title (Grantee)
Bill Leister, Manager
Phone/Fax/Email: 520-356-7801 520-356-6334
bleister@townofhayden.net

5. Contact Person/Title (COG/Other):
Malissa Buzan, Housing Services Manager
Phone/Fax/Email: 928-425-7631

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	18,700			18,700
2. OOHR	$85,576			$85,576

Total CDBG Funds Requested for this Project (Activities #1 and #2): $ $104,276

8. List **all other** activities applied for this fiscal year. Indicate by ☒ which application includes the required general information (Public Participation documents, Certifications, Disclosure Report, etc.). (Note that there will be a separate contract for each activity and its administrative funds.)

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: Monica C Badillo
Date: 9-4-12

Name (typed): Monica Badillo
Title: Mayor

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

ARIZONA DEPARTMENT OF HOUSING

1. **Applicant:** Town of Hayden

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		$4,000.00		$4,000.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title:				
3.2 Position #2 Title:				
3.3 Position #3 Title:				
3.4 Position #4 Title:				
4. Professional Services (Contractual)				
4.1 For: Gila County		$14,000		$14,000
4.2 For:				
4.3 For:				
5. Travel		$100.00		$100.00
6. Office Supplies and Equipment		$100.00		$100.00
7. Advertising/Publications		$500.00		$500.00
8. Indirect Costs (% documented by cost allocation plan)				
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.)				
10. TOTALS		18,700		18,700

* 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):
Alexis Rivera, Accountant

b. Provide the street address for the location of the financial records:
520 Velasco Ave, Hayden AZ 85235-0167

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

ARIZONA DEPARTMENT OF HOUSING

1. Applicant: Town of Hayden	2. Activity Name: OOHR		
	a. CDBG $	b. Non-CDBG $	c. TOTAL $
3. Environmental Review Record Check box if included in Administration ☒			
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)	68,576		68,576
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 ☒	17,000		17,000
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	85,576		85,576

FORM 8
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION:
HOUSING ACTIVITIES

1. **Applicant: Town of Hayden**

2. **Activity Name: OOHR**

3. **Map(s) attached as page(s)** 12-14

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.
Town of Hayden will establish and maintain a Single-Family Owner-Occupied Housing Rehab Program, including Rehab Services, within the town limits. Assistance will be provided in the form of 10-year forgivable deferred payment loans (DPL) and emergency repair grants (ERG) of up to $50,000 to 1- 2 low and moderate-income homeowners. Rehab Services associated with this program will be provided by Gila County Division of Housing. Rehab work will be performed by licensed contractors competitively procured by county staff. Town will use Gila County's Housing Rehab Guidelines (HRGs) which have been approved by the AZ Department of Housing.

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 NA

7. **WHY ARE YOU GOING TO DO IT?**

Describe the problems and conditions or other factors that indicate a need for the activity.
Visual observations and inpiut from local elected officials, code enforcement officials, human service agencies, and area residents indicated that many homes located in Hayden are in various stages of disrepair and deterioration. These problems are evidenced by conditions such as deferred maintenance, leaking roofs, peeling paint, inadequate heating ad cooling systems, and various structural deficiencies. Input provided as part of the State of Arizona Consolidated Plan process has also consistently identified housing rehab as a high priority need throughout the area.

8. Indicate:

a. Total Number of People to be Served: 5	d. Total Number of Units: 2
b. Total Low Moderate People: 5	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.

Gila County Division of Housing, 928-425-7631, will oversee the income qualification process. Determinations will be based on review of the paycheck stubs, tax forms, bank statements, VOE, public assistance documents and other applicable documents. Income guidelines will be based on the most current HUD LM Income Limits distributed by AZ Department of Housing. Income is verified upon receipt of an application from a client and is verified every six months.

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.***

Gila County and the Town of Hayden will use AZ Rehab Standards, UBC, NEC, UMC, UPC and UHC as the minimum housing rehab standards.

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).

NA

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 **NA.**

    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)

6

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.
NA

b. Name, address, and phone number of the entity that will provide housing support services:
NA

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 NA

b. By-laws attached as page NA

c. Tax exempt status attached as page NA

d. Current board of directors attached as page NA

b. Most recent audit and financial report attached as page NA

c. Civil Rights Certification attached as page NA

d. Financial Management Certification attached as page NA

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page NA

7

FORM 12
COMMUNITY DEVELOPMENT BLOCK GRANT
NATIONAL OBJECTIVE COMPLIANCE
DEMOGRAPHIC/RACIAL DATA

1. Applicant Name	Town of Hayden	2. Project Name	OOHR

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. **Demographic/Ethnicity Data**

a) Source of Racial/Demographic Data: 2010 Census, American Fact Finder

b) See page(s): 9-10

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				
White	2	100	1	100
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	1	100

Total Hispanic/Latino Ethnicity 7)			1	

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.

U.S. Census Bureau

AMERICAN FactFinder

QT-P6

Race Alone or in Combination and Hispanic or Latino: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/sf1.pdf.

Geography: Hayden town, Arizona

Subject	Number	Percent
Total population (all races)	662	100.0
WHITE		
White alone or in combination [1]	433	65.4
Hispanic or Latino	690	104.2
White alone	423	63.9
Hispanic or Latino	328	49.5
BLACK OR AFRICAN AMERICAN		
Black or African American alone or in combination [1]	1	0.2
Hispanic or Latino	1	0.2
Black or African American alone	0	0.0
Hispanic or Latino	0	0.0
AMERICAN INDIAN AND ALASKA NATIVE		
American Indian and Alaska Native alone or in combination [1]	3	0.5
Hispanic or Latino	1	0.2
American Indian and Alaska Native alone	1	0.2
Hispanic or Latino	1	0.2
ASIAN		
Asian alone or in combination [1]	9	1.4
Hispanic or Latino	8	1.2
Asian alone	2	0.3
Hispanic or Latino	2	0.3
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER		
Native Hawaiian and Other Pacific Islander alone or in combination [1]	0	0.0
Hispanic or Latino	0	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Hispanic or Latino	0	0.0
SOME OTHER RACE		
Some Other Race alone or in combination [1]	227	34.3
Hispanic or Latino	227	34.3
Some Other Race alone	225	34.0
Hispanic or Latino	225	34.0

X Not applicable.
[1] The race concept "alone or in combination" includes people who reported a single race alone (e.g., Asian) and people who reported that race in combination with one or more of the other race groups (i.e., White, Black or African American, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, and Some Other Race). The "alone or in combination" concept, therefore, represents the maximum number of people who reported as that race group, either alone, or in combination with another race(s). The sum of the six individual race "alone or in combination" categories may add to more than the total population because people who reported more than one race are tallied in each race category.

Source: U.S. Census Bureau, 2010 Census.
Summary File 1,Tables P5 and P7.

U.S. Census Bureau

AMERICAN FactFinder

QT-P4

Race, Combinations of Two Races, and Not Hispanic or Latino: 2010

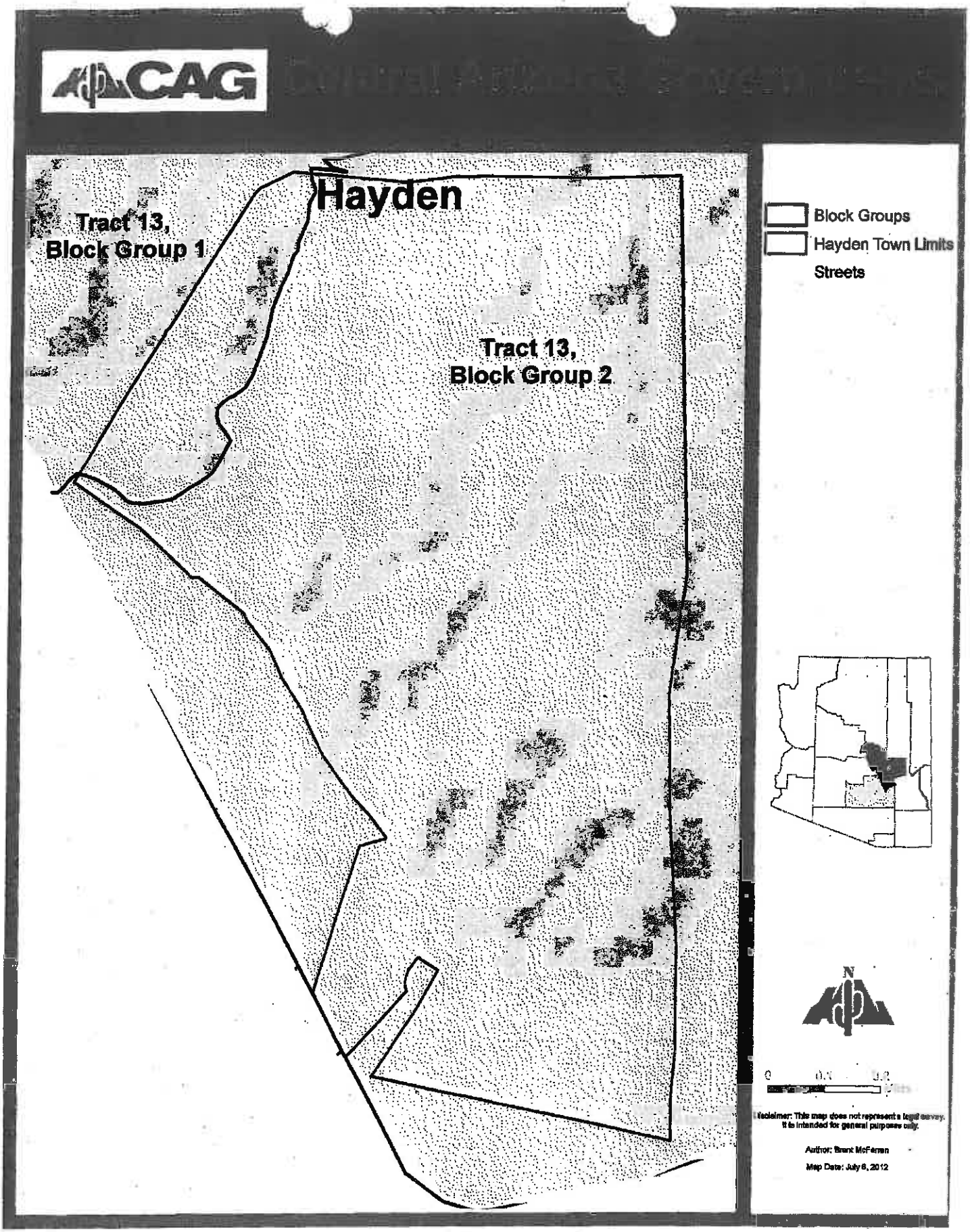
2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/sf1.pdf.

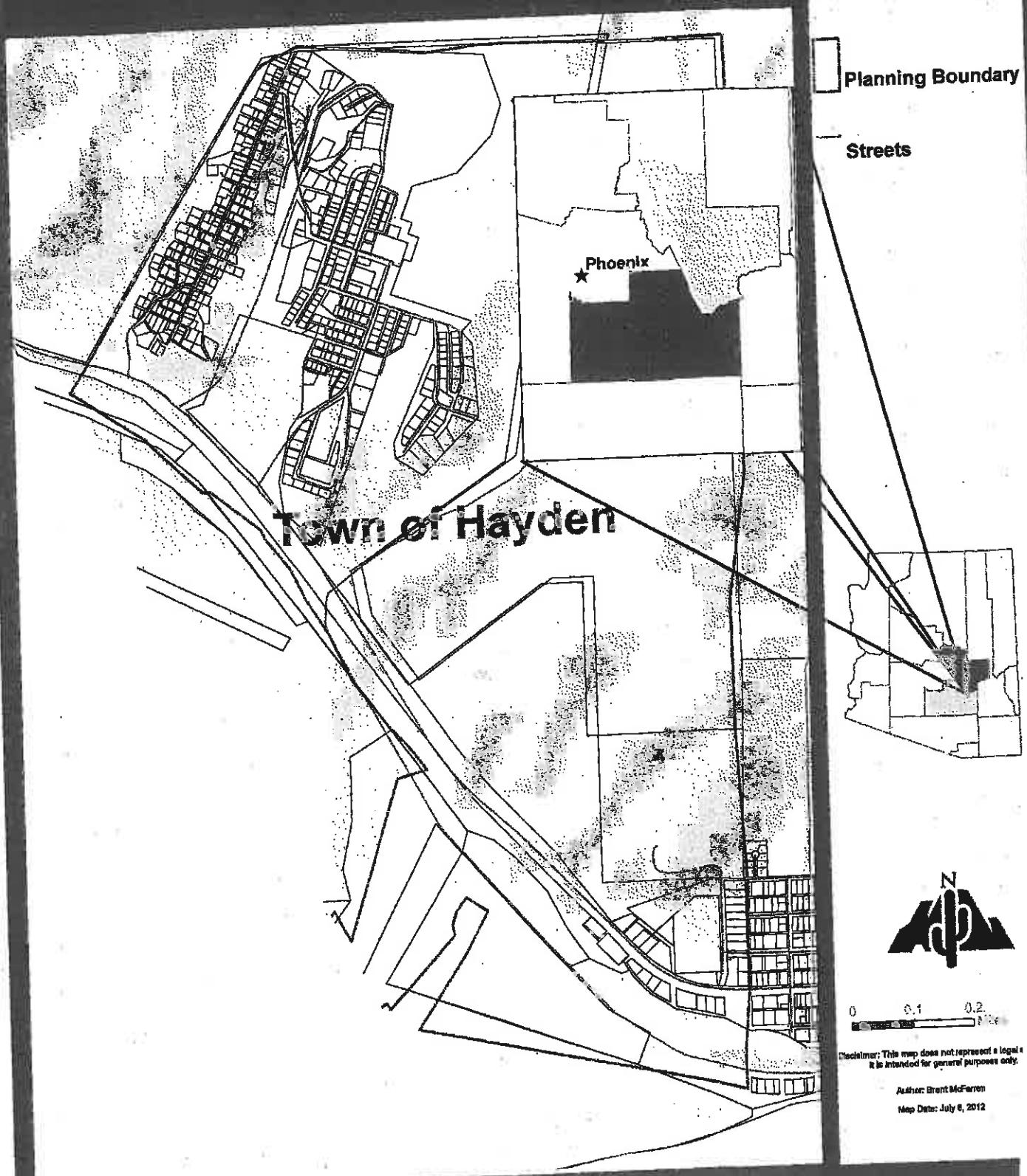
Geography: Hayden town, Arizona

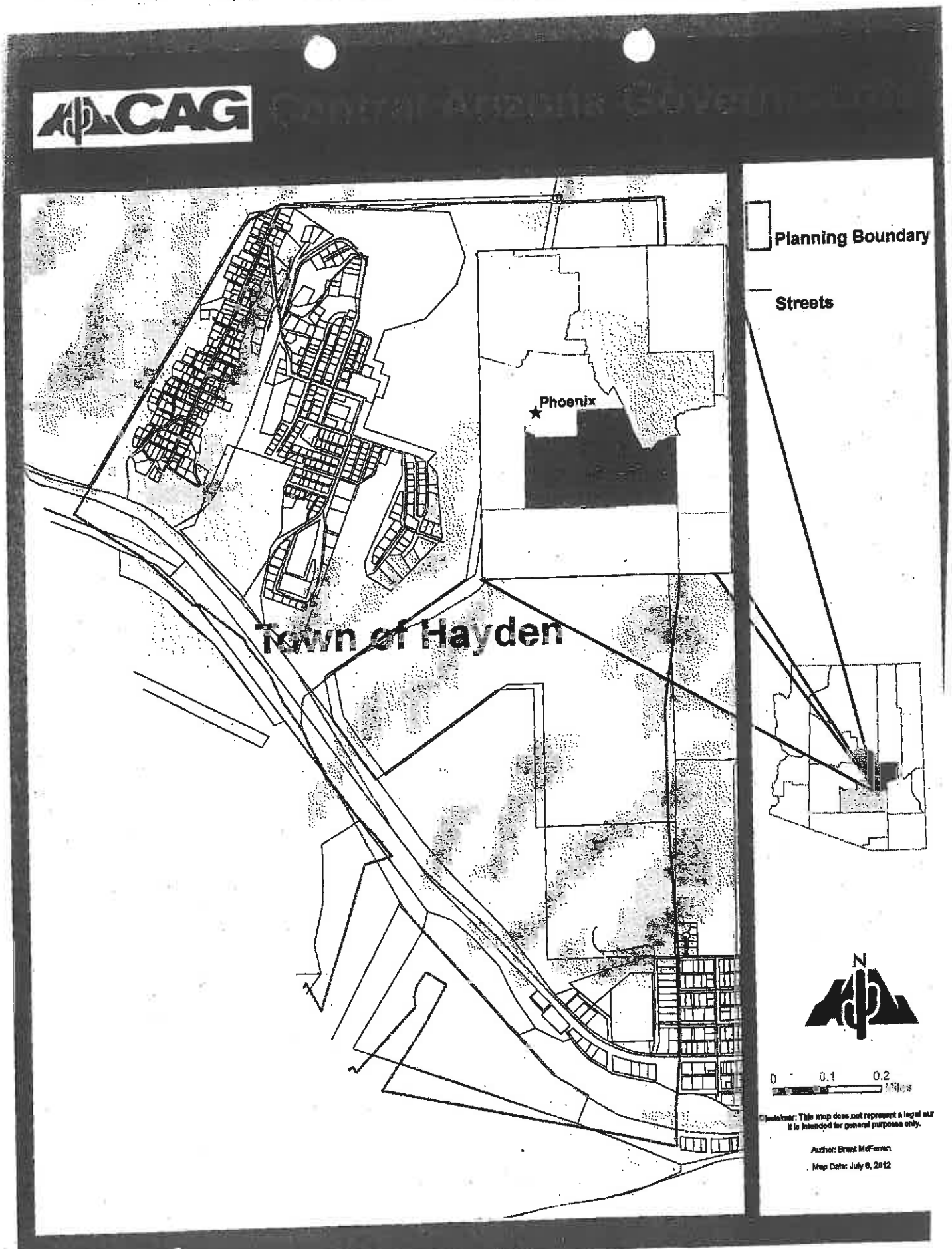
Race	Total		Not Hispanic or Latino	
	Number	Percent	Number	Percent
Total population	662	100.0	103	100.0
One race	[illegible]	[illegible]	[illegible]	[illegible]
White	423	63.9	100	97.1
Black or African American	0	0.0	0	0.0
American Indian and Alaska Native	1	0.2	0	0.0
Asian	0	0.0	0	0.0
Native Hawaiian and Other Pacific Islander	0	0.0	0	0.0
Some Other Race	[illegible]	[illegible]	0	0.0
Two or More Races	11	1.7	3	2.9
Two races	[illegible]	[illegible]	[illegible]	[illegible]
White; Black or African American	0	0.0	0	0.0
White; American Indian and Alaska Native	[illegible]	[illegible]	[illegible]	[illegible]
White; Asian	7	1.1	1	1.0
White; Native Hawaiian and Other Pacific Islander	0	0.0	0	0.0
White; Some Other Race	1	0.2	0	0.0
Black or African American; American Indian and Alaska Native	[illegible]	[illegible]	[illegible]	[illegible]
Black or African American; Asian	0	0.0	0	0.0
Black or African American; Native Hawaiian and Other Pacific Islander	[illegible]	[illegible]	[illegible]	[illegible]
Black or African American; Some Other Race	1	0.2	0	0.0
American Indian and Alaska Native; Asian	[illegible]	[illegible]	[illegible]	[illegible]
American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander	0	0.0	0	0.0
American Indian and Alaska Native; Some Other Race	[illegible]	[illegible]	[illegible]	[illegible]
Asian; Native Hawaiian and Other Pacific Islander	0	0.0	0	0.0
Asian; Some Other Race	[illegible]	[illegible]	[illegible]	[illegible]
Native Hawaiian and Other Pacific Islander; Some Other Race	0	0.0	0	0.0
Three or more races	[illegible]	[illegible]	[illegible]	[illegible]

X Not applicable.
Source: U.S. Census Bureau, 2010 Census.
Summary File 1, Tables P8 and P9.


CAG
Hayden
Tract 13,
Block Group 1
Tract 13,
Block Group 2
Block Groups
Hayden Town Limits
Streets
N
0
0.5
1.0
Disclaimer: This map does not represent a legal survey. It is intended for general purposes only.
Author: Brent McFerren
Map Date: July 6, 2012

CAG Central Arizona Governments




CAG
Planning Boundary
Streets
Phoenix
Town of Hayden
N
0 0.1 0.2
Miles
Disclaimer: This map does not represent a legal sur
It is intended for general purposes only.
Author: Brent McFerren
Map Date: July 6, 2012

AUTHORIZATION TO SUBMIT APPLICATIONS AND IMPLEMENT CDBG PROJECTS

RESOLUTION NO. 848

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HAYDEN, ARIZONA AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2012 REGIONAL ACCOUNT ARIZONA STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Town of Hayden is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this/these application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Town Council of the Town of Hayden authorize application to be made to the State of Arizona, Department of Housing for FY 2012 Regional Account CDBG funds, and authorize the Mayor to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Mayor to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT this application for FY 2012 Regional Account CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the Town of Hayden will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the(these) application(s).

Passed and adopted by the Town Council of Hayden this 4th day of September, 2012.

Monica C. Badillo

Monica Badillo, Mayor

ATTEST:

Laura Romero

Laura Romero, Clerk

APPROVED AS TO FORM:

Stephen K. Cooper

Stephen C. Cooper, Town Attorney

RELOCATION ASSISTANCE PLAN

as required under Section 104(d) of the
Housing and Community Development Act of 1974 as amended

RESOLUTION NO. 814

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HAYDEN ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FY2009, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential antidisplacement and relocation assistance plan; and

WHEREAS, the Town of Hayden is submitting an application to the Arizona Department of Housing for Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Hayden, do hereby adopt the residential antidisplacement and relocation assistance plan as described below.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The Town of Hayden will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the Town of Hayden will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and

6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.

7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

The Town of Hayden will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the ACT, the Town of Hayden will take the following steps to minimize displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.

2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.

3. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.

4. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

5. Adopt policies to identify and mitigate displacement resulting from intensive public investment neighborhoods.

6. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.

7. Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.

8. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

Passed and adopted by the Town Council of the Town of Hayden this 15 day of June, 2009.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY2012

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 nondiscrim ination 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 subawards at all tiers (including subcontracts, subgrants, 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:

Monica C Badillo

Signature of Mayor or Chair of County Board

Date 9-4-12

Monica Badillo
Typed Name of Mayor

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.

Applicant: _Town of Hay__n_____

CDBG Contract No. (if known):_____ ☒ RA for FFY 2012 ☐ SSP for FFY _____

ARIZONA DEPARTMENT OF HOUSING

CDBG DISCLOSURE REPORT
FEDERAL FISCAL YEAR
10/1/2011 - 9/30/2012

This form must be completed and submitted with each application for CDBG funds.

PART I – APPLICANT INFORMATION

1. Applicant, Complete Address with 9-digit zip code, Phone Number:
Town of Hayden, 520 Velasco Ave, Hayden, AZ 85235-0167

2. Federal Employer Identification Number: 86-0728443

3. Indicate whether this is: ☒ Initial Report ☐ Update Report #_____

4. Amount of this CDBG Grant Applied for: $104,276.00

PART II - THRESHOLD DETERMINATION

1. Is the amount listed in 4(above) more than $500,000? ☐ Yes ☒ No

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than $500,000? ☐ Yes ☒ No

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance ***either awarded or applied for, which will be used in conjunction with this CDBG grant.***

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded

PART IV - INTERESTED PARTIES

Identify any person or entity that has a pecuniary interest in this project that exceeds $50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project ($ and %)

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PART V - EXPECTED SOURCES AND USES OF FUNDS

Identify the ***source and use of all assistance*** (include this CDBG grant and all other governmental and non-governmental sources) that has been or may be used in this contract.

Activity No. and Source	Use
Activity 1 - CDBG	Administration
Activity 2 - CDBG	OOHR

PART VI - CERTIFICATION

I hereby certify that the information provided in this disclosure is true and correct and I am aware that any false information or lack of information knowingly made or omitted may subject me to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, I am aware that if I knowingly and materially violate any required disclosure of information, including intentional non-disclosure, I am subject to a civil money penalty not to exceed $10,000 for each violation.

Monica C Badillo 9-4-12

Monica Badillo, Mayor Date

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INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE COUNTY OF GILA

AND

THE TOWN OF HAYDEN

This Intergovernmental Agreement is made and entered into, effective this 17th day of June, 2013, by and between the COUNTY OF GILA, a Political Subdivision of the State of Arizona, hereinafter referred to as "COUNTY" and the TOWN OF HAYDEN, an Arizona Municipal Corporation, hereinafter referred to as "TOWN".

RECITALS:

As governmental entities, the County and Town are involved with very similar activities including planning, economic and community development, historical preservation and the seeking and utilization of grant funds made available to such entities for use in carrying out the governmental functions assigned to each. The County has staffs employed in its Community Services Division who are trained and have the expertise required to implement these various governmental functions including the availability to identify available funding, prepare funding applications, administer, and monitor grant funds to insure compliance with all applicable rules and regulations. The Town is in need of such trained, technical assistance to work with, assist, and guide current Town staff in the areas of planning, community and economic development and grant work including, but not limited to, solicitation, application, administration, accounting, and monitoring of grants that may be available and to insure compliance with all laws, rules, and regulations applicable to such functions.

The Town desires to utilize the expert technical assistance available through the Community Services Division to provide assistance in various activities and both parties believe it will be mutually beneficial.

The Town is empowered by A.R.S. §9-240 and §9-276 and §11-952 et seq. to enter into an Intergovernmental Agreement with the County to obtain access to the technical assistance and the County is empowered by the provisions of A.R.S. §11-251 and §11-951 et. seq. to provide such assistance through an Intergovernmental Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, it is agreed by the Town, through its staff and Town Council, and the County, through its Community Services Division, that the Housing Services staff shall coordinate efforts to identify the areas and programs in which assistance may be needed by the Town and make proposals to the Town Council.

Upon approval of a proposed project or program by the Town Council and the Community Services Division, through its Housing Services Program Manager, shall provide technical assistance and the Town will provide reasonable clerical work related to projects, grants or programs approved by the Town Council. The Town shall also designate and provide working space within the Town Hall for the use of the County personnel who are providing services and performing work as authorized under the provisions of this Agreement. All original records related to approved projects including grants shall be maintained in the Town of Hayden.

In general, the County will provide, as necessary, all technical, administrative, and project assistance to insure proper, efficient, and successful completion of all approved projects including, but not limited to grants, planning and community and economic development. Each project or program will be identified in a separate

memorandum or letter of understanding setting forth specific hourly rates and travel reimbursement policies as is appropriate to the approved project, task or goals.

In carrying out responsibilities under this Agreement, the County and the Town shall comply with all applicable provisions of State and Federal laws, rules and regulations which may apply to the undertaking including, but not limited to, all civil rights and equal opportunity provision and the County shall provide such assistance and advice as may be necessary to insure the Town does not violate any such applicable statue, rule, or regulation in the administration of any grant project or funds.

The County and Town staffs have familiarized themselves with the Town's procurement policy and the conflict of interest policy for the Town of Hayden. Efforts shall be coordinated to avoid actions which may violate these policies in any manner and the conflict of interest policy shall be incorporated into all contracts or subcontracts awarded with grant funds.

The County will provide information and reports as may be necessary to inform Town staff and the Council of those extraordinary and/or incidental expenses which may be required for the Town's compliance with their obligations under this Agreement. All such expenditures shall be approved by Town staff or Council prior to any expense being incurred, all in compliance with applicable procurement policies.

Pursuant to letters and memorandums of understanding for each project, the Town agrees to reimburse the County a reasonable sum for the costs of technical assistance provided pursuant to this Agreement. The County shall, in advance, advise the Town of the estimated costs of its technical assistance for each grant project, task or program, all such costs and expenses shall be approved prior to payment and, if possible, grant funds shall be utilized for reimbursement of such administrative costs. The County will provide such advice as may be necessary to maximize reimbursement of such cost to the

Town and when required by any rule, regulation, or agency ruling will provide a breakdown of such costs in a manner required by such agency.

The County shall indemnify and hold the Town harmless from any, and all, loss or damage occasioned by the negligence or wrongful acts of its employees or agents in carrying out the provisions of this Agreement.

The Town shall indemnify and hold the County harmless from any, and all, loss or damage occasioned by the negligence or wrongful acts of its employees or agents in carrying out the provisions of this Agreement.

The obligations of both parties, under the provisions of this Agreement, are conditioned upon funds being available and appropriated by the respective governmental bodies. This Agreement may be terminated by either party upon giving thirty (30) days written notice of termination. However, in the case of termination for any reason, the obligation of both parties shall continue on any pending grant project in so far as it is necessary to insure compliance with all laws, rules, or regulations, including the obligation to assist the Town in any audit or monitoring of a pending project. Further, nothing contained in this Agreement shall be construed as relieving either party from providing services for which they have already received compensation.

This Agreement is made and entered into effective on the date first above written.

ATTEST:

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael Pastor, Chairman

ATTEST:

Laura Romero, Clerk

TOWN OF HAYDEN, ARIZONA

Charles Vega, Mayor

COUNTY ATTORNEY

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

Pursuant to A.R.S. §11-952, the foregoing intergovernmental agreement with the Town of Hayden has been submitted to the Gila County Attorney as the attorney for Gila County Division of Community Services. The undersigned County Attorney or Assistant has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Gila County Division of Community Services.

DATED this 16th day of July, 2013

Bryan B. Chambers
Deputy Attorney Principal

TOWN ATTORNEY

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

Pursuant to A.R.S. §11-952, the foregoing intergovernmental agreement with Gila County has been submitted to the Town Attorney as the attorney for the Town of Hayden. The undersigned Town Attorney or Assistant has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Hayden.

DATED this _____ day of _____, 2013.

Stephen R. Cooper, Town Attorney

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-2141 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date:	10/22/2013		
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:	July 1, 2013 - June 30, 2014	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010 - June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 9 to an Intergovernmental Agreement (Contract No. DE111073001) with the Arizona Department of Economic Security.

Background Information

On July 6, 2010, Contract No. DE111073001 was approved by the Board of Supervisors.
On May 3, 2011, Amendment No. 1 was approved by the Board of Supervisors.
On June 7, 2011, Amendment No. 2 was approved by the Board of Supervisors.
On November 15, 2011, Amendment No. 3 was approved by the Board of Supervisors.
On June 26, 2012, Amendment No. 4 was approved by the Board of Supervisors.
On August 7, 2012, Amendment No. 5 was approved by the Board of Supervisors.
On November 13, 2012, Amendment No. 6 was approved by the Board of Supervisors.
On January 22, 2013, Amendment No. 7 was approved by the Board of Supervisors.
On June 25, 2013, Amendment No. 8 was approved by the Board of Supervisors.

Evaluation

Amendment No. 9 to Contract No. DE111073001, will change the reimbursement ceiling for the service Case Management from $328,344 to $341,542. This is an increase of $13,198.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $151,400. This is an increase of $1,400.

The cumulative reimbursement ceiling for the contract period July 1, 2010, through June 30, 2015, is $2,319,693.13.

Amendment No. 9 will also replace Section 16.0, (pg. 2 of amendment), which pertains to Background Checks for Employment through the Central Registry located in the DES Special Terms and Conditions in its entirety.

Conclusion

Amendment No. 9 will increase funding which will allow the Community Action/Housing Services Programs to continue to provide assistance to eligible citizens residing in Gila County.

This Amendment will also replace the Background Checks for Employment through the Central Registry section located in the DES Special Terms and Conditions in its entirety.

Recommendation

The Gila County Division of Community Services Director recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 9 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security (DES)and the Gila County Division of Community Services, Community Action/Housing Services, changing the reimbursement ceiling for the service Case Management from $328,344 to $341,542 and the reimbursement ceiling for Community Services from $150,000 to $151,400. The Background Checks for Employment through the Central Registry section located in the DES Special Terms and Conditions is replaced in its entirety. Changes will be effective on the date of the last signature through June 30, 2014.

Attachments

Amendment No. 9 Contract No. DE111073001 DES

Amendment No. 8 Contract No. DE111073001 DES

Amendment No. 7 Contract No. DE111073001

Amendment No. 6 Contract No. DE111073001

Amendment No. 5 Contract No. DE111073001 DES

Amendment No. 4 Contract No. DE11073001 DES

Amendment No. 3 Contract No. DE111073001 DES

Amendment No. 2 Contract No. DE111073001

Amendment No. 1 Contract DE111073001 DES

Original Contract No. DE111073001 DES

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 Community Services Division **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	DE111073001
	3. AMENDMENT NUMBER Nine (9)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2013 through June 30, 2014:
The reimbursement ceiling for the service Case Management is increased from $328,344 to $341,542. This is an increase of $13,198.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $151,400. This is an increase of $1,400.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $2,319,693.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:
The **Background Checks for Employment through Central Registry** section located in the DES Special Terms and Conditions is replaced in its entirety with the following, effective immediately.

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.	7. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	**Gila County Community Services Division**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Francine Whittington**	TYPED NAME Michael A. Pastor
TITLE **Manager – Contract Administration Unit**	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:	BY:
ASSISTANT ATTORNEY GENERAL	Deputy Attorney Principal
DATE:	DATE:

16.0 Background Checks for Employment through the Central Registry

If providing direct services to children or vulnerable adults, the following shall apply:

16.1 The provision of A.R.S 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

16.4

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
   The Certification for Direct Service Position is located at:
   https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background is located at: https://www.azdes.gov/opac

Scope of Work, section 10.3.7, is replaced in its entirety with the following, effective October 1, 2013, complete the Self-Sufficiency Matrix for all case managed households in which a member of the household is 18 to 59 years of age, not disabled and not a full-time student, and is:

- Unemployed and seeking earned income; or
- Employed and seeking to reduce barriers to maintain earned income; or
- Employed and seeking increased earned income and/or employment benefits.

The results of the Self-Sufficiency Matrix shall be reported in Results Oriented Management and Accountability (ROMA), National Performance Indicators (NPI's), goal one.

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: **Case Management (CMG-CAP)**
Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Divisional Fiscal Manager	$53,893	$ 26,947	$ 26,947
1	1.00	Divisional Accountant	$34,549	$ 17,275	$ 17,275
1	1.00	Case Manager	$30,534	$ 15,267	$ 15,267
1	1.00	Case Manager	$32,094	$ 16,047	$ 16,047
1	1.00	Clerk	$22,152	$ 11,076	$ 11,076
TOTAL PERSONNEL				**$ 86,612**	**$ 86,612**

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	$86,612 * 43.338%	$ 37,536	$ 27,706
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		**$ 37,536**	**$ 27,706**

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		**$ -**	**$ -**

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	$700 per month x 12 months	$ 8,400	$ 6,300
Per Diem	$25 per day for 20 days for 5 FTE's / Board Mer	$ 2,500	$ 1,625
TOTAL TRAVEL		**$ 10,900**	**$ 7,925**

ITEM	BASIS	TOTAL COST	DES COST
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE		**$ 21,276**	**$ 10,638**

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL EQUIPMENT		**$ -**	**$ -**

7. MATERIALS & SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	$200 per month x 5 FTE's x 12 months	$ 12,000	$ 4,487
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MATERIALS AND SUPPLIES		**$ 15,000**	**$ 5,987**

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	$1000 for training sessions for 4 FTE's (inlcudes hotel, registration)	$ 4,000	$ 4,000
Adivisory Board Quarterly Meetings	Registrations and meals	$ 1,500	$ 1,500
Local Fax, 800 Line, Phone Line & Service	$2,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 24,000	$ 6,285
TOTAL OPERATING EXPENSES		**$ 29,500**	**$ 11,785**

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL INDIRECT COSTS		**$ -**	**$ -**

10. SUBTOTAL ADMIN COSTS		**$ 200,824**	**$ 150,653**

11. **VOUCHERS**

ITEM	BASIS	TOTAL COST	DES COST
LIHEAP		$ 160,527	$ 160,527
LIHCON		$ -	$ -
LLVG		$ -	$ -
NHN		$ 362	$ 362
TANF		$ 30,000	$ 30,000
TOTAL VOUCHERS		**$ 190,889**	**$ 190,889**

12	**TOTAL SERVICE COST/DES TOTAL COST:**	**$ 391,713**	**$ 341,542**

REVENUE SOURCES:		
DES Case Mgt.	$ 341,542	$ 341,542
Gila County	$ 50,171	
TOTAL REVENUE:	**$ 391,713**	**$ 341,542**

5/21/2013
9/13/2013 Revised

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)
Contract Period: 07/01/2013 - 06/30/2014

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Community Services Director	$80,020	$ 40,010	$ 17,604
1	1.00	Divisional Accountant	$34,549	$ 17,275	$ 7,601
1	1.00	Divisional Fiscal Manager	$53,893	$ 26,947	$ 11,856
1	1.00	Divisional Special Projects	$32,560	$ 16,280	$ 7,163
1	1.00	Divisional Assistant	$39,104	$ 19,552	$ 8,603
1	1.00	Case Manager	$30,534	$ 15,267	$ 6,717
1	1.00	Case Manager	$32,094	$ 16,047	$ 7,061
1	1.00	Clerk	$22,152	$ 11,076	$ 4,873
TOTAL PERSONNEL				**$ 162,454**	**$ 71,478**

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance	$162,454 * 30.678%	$ 49,838	$ 31,400
FICA			
Workman's Comp			
Retirement			
TOTAL EMPLOYEE RELATED EXPENSES		**$ 49,838**	**$ 31,400**

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		**$ -**	**$ -**

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 2,298
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,250
TOTAL TRAVEL		**$ 8,500**	**$ 3,548**

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL SPACE		**$ -**	**$ -**

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL EQUIPMENT		$ -	$ -

7. MATERIALS & SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL MATERIALS AND SUPPLIES		$ -	$ -

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL OPERATING EXPENSES		$ -	$ -

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
Indirect Costs to Gila County	5% of Salary base $71,478 @100%	$ 3,574	$ 3,574
TOTAL INDIRECT COSTS		$ 3,574	$ 3,574

10.	SUBTOTAL ADMIN COST	$ 224,366	$ 110,000

11. VOUCHERS

ITEM	BASIS	TOTAL COST	DES COST
Vouchers - Direct Client Services		$ 40,000	$ 40,000
Vouchers - Descrestionary Serivces Fire		$ 1,400	$ 1,400
TOTAL VOUCHERS		$ 40,000	$ 41,400

12.	TOTAL SERVICE COST/DES TOTAL COST:	$ 264,366	$ 151,400

REVENUE SOURCES:

DES CSV	$ 151,400	$ 151,400
Gila County	$ 112,966	
TOTAL REVENUE:	**$ 264,366**	**$ 151,400**

5/21/2013
9/13/2013 Revised

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 Community Services Division **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	**DE111073001**
	3. AMENDMENT NUMBER **Eight (8)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2013 through June 30, 2014:

The reimbursement ceiling for the service for Case Management is $328,344.

The reimbursement ceiling for the service for Community Services is $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to $2,305,095.13

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Replace
From Amendment # 5 Terms and Conditions, **Fingerprinting**, section **32.1.1**, replace the existing version with the following:
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 the Department 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.

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 COMMUNITY SERVICES DIVISION**
SIGNATURE OF AUTHORIZED INDIVIDUAL Francine Whittington	SIGNATURE OF AUTHORIZED INDIVIDUAL Michael A. Pastor
TYPED NAME ~~Rita Schmidt~~ Francine Whittington	TYPED NAME Michael A. Pastor
TITLE ~~Deputy Chief Procurement Administrator~~ Contract Administration Unit Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 7/23/13	DATE 6-25-2013

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: 7/18/13

By: [illegible]
Deputy Attorney Principal

Date: 6-25-2013

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Case Management (CMG-CAP) **Agency: Gila County**
Contract Period: 07/01/2013 - 06/30/2014

Attachment A

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Divisional Fiscal Manager	$53,893	$ 26,947	$ 26,947
1	1.00	Divisional Accountant	$34,549	$ 17,275	$ 17,275
1	1.00	Case Manager	$30,534	$ 15,267	$ 15,267
1	1.00	Case Manager	$32,094	$ 16,047	$ 16,047
1	1.00	Clerk	$22,152	$ 11,076	$ 11,076
TOTAL PERSONNEL				**$ 86,612**	**$ 86,612**

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance FICA Workman's Comp Retirement	Average of 86,612 * 43.338%	$ 37,536	$ 27,706
TOTAL EMPLOYEE RELATED EXPENSES		**$ 37,536**	**$ 27,706**

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		**$ -**	**$ -**

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,500
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,625
TOTAL TRAVEL		**$ 8,500**	**$ 6,125**

ITEM	BASIS	TOTAL COST	DES COST
Rent - Globe Office	Rent $1,673 monthly X 12 months (Includes electricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE		**$ 21,276**	**$ 10,638**

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL EQUIPMENT		**$ -**	**$ -**

7. MATERIALS & SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	$200 per month x 5 FTE's x 12 months	$ 12,000	$ 4,505
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MATERIALS AND SUPPLIES		**$ 15,000**	**$ 6,005**

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Staff Training & Registration	$1000 for training sessions for 4 FTE's (includes hotel, registration)	$ 4,000	$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	$ 1,500	$ 1,500
Local Fax, 800 Line, Phone Line & Service	$2,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 24,000	$ 6,285
TOTAL OPERATING EXPENSES		**$ 29,500**	**$ 11,785**

9. INDIRECT COSTS

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL INDIRECT COSTS		**$ -**	**$ -**

10. SUBTOTAL ADMIN COSTS		**$ 198,424**	**$ 148,871**

11. VOUCHERS

ITEM	TOTAL COST	DES COST
LIHEAP	$ 149,111	$ 149,111
LIHCON	$ -	$ -
LLVG	$ -	$ -
NHN	$ 362	$ 362
TANF	$ 30,000	$ 30,000
TOTAL VOUCHERS	**$ 179,473**	**$ 179,473**

12. TOTAL SERVICE COST/DES TOTAL COST:	**$ 377,897**	**$ 328,344**

REVENUE SOURCES:

DES Case Mgt.	$ 328,344	$ 328,344
Gila County	$ 49,553	
TOTAL REVENUE:	**$ 377,897**	**$ 328,344**

5/21/2013

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP) **Agency: Gila County**

Contract Period: 07/01/2013 - 06/30/2014

Attachment B

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Community Services Director	$80,020	$ 40,010	$ 17,604
1	1.00	Divisional Accountant	$34,549	$ 17,275	$ 7,601
1	1.00	Divisional Fiscal Manager	$53,893	$ 26,947	$ 11,856
1	1.00	Divisional Special Projects	$32,560	$ 16,280	$ 7,163
1	1.00	Divisional Assistant	$39,104	$ 19,552	$ 8,603
1	1.00	Case Manager	$30,534	$ 15,267	$ 6,717
1	1.00	Case Manager	$32,094	$ 16,047	$ 7,061
1	1.00	Clerk	$22,152	$ 11,076	$ 4,873
TOTAL PERSONNEL				**$162,454**	**$ 71,478**

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Health Insurance FICA Workman's Comp Retirement	Average of 162,454 * 30.678%	$ 49,838	$ 31,400
TOTAL EMPLOYEE RELATED EXPENSES		**$ 49,838**	**$ 31,400**

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		**$ -**	**$ -**

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 2,298
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,250
TOTAL TRAVEL		**$ 8,500**	**$ 3,548**

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		$ -	$ -
TOTAL SPACE		**$ -**	**$ -**

6.	EQUIPMENT			
	ITEM	BASIS	TOTAL COST	DES COST
N/A			$ -	$ -
TOTAL EQUIPMENT			$ -	$ -

7.	MATERIALS & SUPPLIES			
	ITEM	BASIS	TOTAL COST	DES COST
N/A			$ -	$ -
TOTAL MATERIALS AND SUPPLIES			$ -	$ -

8.	OPERATING SERVICES			
	ITEM	BASIS	TOTAL COST	DES COST
N/A			$ -	$ -
TOTAL OPERATING EXPENSES			$ -	$ -

9.	INDIRECT COSTS			
	ITEM	BASIS	TOTAL COST	DES COST
Indirect Costs to Gila County		5% of Salary base $71,478 @100%	$ 3,574	$ 3,574
TOTAL INDIRECT COSTS			$ 3,574	$ 3,574

10.	SUBTOTAL ADMIN COST	$224,366	$110,000

11.	VOUCHERS		
	ITEM	TOTAL COST	DES COST
Vouchers - Direct Client Services		$ 40,000	$ 40,000
TOTAL VOUCHERS		$ 40,000	$ 40,000

12.	TOTAL SERVICE COST/DES TOTAL COST:	$264,366	$150,000

REVENUE SOURCES:		
DES CSV	$150,000	$150,000
Gila County	$114,366	
TOTAL REVENUE:	$264,366	$150,000

5/21/2013

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 Division of Health and Community Services **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	**DE111073001**
	3. AMENDMENT NUMBER **Seven (7)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:
The reimbursement ceiling for the service Case Management is increased from $403,042 to $410,977. This is an increase of $7,935.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,826,751.13.

Therefore, the Itemized Service Budget for the service of Case Management (Attachment A) is revised and attached.

Delete and Replace:
Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **16.0**, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

16.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

16.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc

16.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

16.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

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.	7. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	**Gila County Division of Health and Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 2/15/2013	DATE 1/22/13

ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS NTRACT 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: 2/1/13

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 1-22-2013

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 8,853
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$32,885	0%+50%=50%	50%	$ 16,443	$ 8,221
TOTAL PERSONNEL COST:						**$ 116,227**	**$ 87,243**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo. x 12 mo. X 3 @ 25%			$ 5,362	$ 5,362
	$595.83 per mo. x 12 mo. X 3 @ 50%			$ 10,725	$ 10,725
FICA	0.0765	X	$116,227	$ 8,891	$ 4,446
Workman's Comp	0.003	X	$116,227	$ 349	$ 174
Retirement	0.1115	X	$116,227	$ 12,959	$ 6,480
TOTAL ERE COST:				**$ 38,286**	**$ 27,187**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,500
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,625
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 6,125**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Includes electricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,638**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 5,406
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 6,906**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 4 FTE's (includes hotel, registration)	$ 4,000	$ 4,000
Advisory Board Quarterly Meetings	Registrations and meals	$ 1,665	$ 1,665
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		**$ 26,225**	**$ 15,945**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 227,914	$ 154,044

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 218,565	$ 218,565
2	LIHCON	*78*	$ -	$ -
3	LLVG		$ 7,935	$ 7,935
4	NHN	*70*	$ 433	$ 433
5	TANF	*49*	$ 30,000	$ 30,000
6	ESG	*17*	$ -	$ -
TOTAL VOUCHER COSTS:			**$ 256,933**	**$ 256,933**

12	TOTAL COSTS:	$ 484,847	$ 410,977

REVENUE SOURCES:		
DES Case Mgt.	$ 410,977	$ 410,977
Gila County	$ 73,870	
TOTAL REVENUE:	**$ 484,847**	**$ 410,977**
TOTAL REVENUE:	**$ 484,847**	**$ 410,977**

4/10/2012
Revised 12/10/2012

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 Division of Health and Community Services **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	**DE111073001**
	3. AMENDMENT NUMBER **Six (6)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2012 through June 30, 2013:
The reimbursement ceiling for the service Case Management is increased from $320,006 to $403,042. This is an increase of $83,036.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $156,000. This is an increase of $6,000, which includes $6,000 "Carry Forward" funding. The carry forward funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,818,816.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:
Terms and Conditions, **Background Checks for Employment through the Central Registry**, section **16.0**, delete and replace the original with the following:
If providing direct services to children or vulnerable adults, the following shall apply:
16.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
16.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
16.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
16.4 Effective August 2, 2012:
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
16.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person 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 and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
16.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

Terms and Conditions, **Confidentiality**, section 19.2

The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL Shirley L. Dawson for
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Tommie C. Martin
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 12/7/2012	DATE 11/13/12

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: Barbara McBahan
Assistant Attorney General

Date: 12/5/12

By: Bryan B. Chambers
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy, Gila County Attorney

Date: 11/13/12

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 8,853
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$32,885	0%+50%=50%	50%	$ 16,442	$ 8,221
TOTAL PERSONNEL COST:						$ 116,226	$ 87,243

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 3 @ 25%			$ 5,362	$ 5,362
	$595.83 per mo x 12 mo X 3 @ 50%			$ 10,725	$ 10,725
FICA	0.0765	X	$116,226	$ 8,891	$ 4,446
Workman's Comp	0.003	X	$116,226	$ 349	$ 174
Retirement	0.1115	X	$116,226	$ 12,959	$ 6,480
TOTAL ERE COST:				$ 38,286	$ 27,187

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,500
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,625
TOTAL TRAVEL COSTS:		$ 8,500	$ 6,125

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE COSTS:		$ 21,276	$ 10,638

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 5,406
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MAT & SUPP COSTS:		$ 17,400	$ 6,906

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 4 FTE's (inlcudes hotel, registration)	$ 4,000	$ 4,000
Adivisory Board Quarterly Meetings	Registrations and meals	$ 1,665	$ 1,665
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		$ 26,225	$ 15,945

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		$ -	$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 227,913	$ 154,044

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 218,565	$ 218,565
2	LIHCON	*78*	$ -	$ -
3	LLVG		$ -	$ -
4	NHN	*70*	$ 433	$ 433
5	TANF	*49*	$ 30,000	$ 30,000
6	ESG	*17*	$ -	$ -
TOTAL VOUCHER COSTS:			**$ 248,998**	**$ 248,998**

12	**TOTAL COSTS:**	$ 476,911	$ 403,042

REVENUE SOURCES:		
DES Case Mgt.	$ 403,042	$ 403,042
Gila County	$ 73,869	
TOTAL REVENUE:	**$ 476,911**	**$ 403,042**
TOTAL REVENUE:	**$ 476,911**	**$ 403,042**

4/10/2012
Revised 9/12/2012

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 8,199
1	1	Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 3,541
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 5,389
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 6,977
1	1	Divisional Assistant	$39,104	50%+0=50%	50%	$ 19,552	$ 9,776
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 7,634
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 8,024
1	1	Clerk	$32,885	0%+50%=50%	50%	$ 16,443	$ 8,221
TOTAL PERSONNEL COST:						**$ 190,730**	**$ 69,669**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 3 @ 10%			$ 2,145	$ 2,145
	$595.83 per mo x 12 mo X 6 @ 25%			$ 10,725	$ 10,725
FICA	0.0765	X	$190,730	$ 14,591	$ 7,295
Workman's Comp	0.003	X	$190,730	$ 572	$ 286
Retirement	0.1115	X	$190,730	$ 21,266	$ 10,633
TOTAL ERE COST:				**$ 49,299**	**$ 31,084**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 4,200
Per Diem	$25 per day for 20 days for 5 FTE's / Board Members	$ 2,500	$ 1,800
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 6,000**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		$ -	$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		$ -	$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		$ -	$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 248,529	$ 106,753

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $247 x 1 household	$ 49,000	$ 49,000
	Average $490 x 100 households	$ 247	$ 247
TOTAL VOUCHER COSTS:		$ 49,247	$ 49,247

12	TOTAL COSTS:	$ 297,776	$ 156,000

REVENUE SOURCES:		
DES CSV	$ 156,000	$ 156,000
Gila County	$ 141,776	
TOTAL REVENUE:	$ 297,776	$ 156,000
TOTAL REVENUE:	$ 297,776	$ 156,000

4/10/2012
Revised 9/12/2012

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 Division of Health and Community Services **5515 S. Apache Ave., Suite 200** **Globe, Arizona 85501**	**DE111073001**
	3. AMENDMENT NUMBER **Five (5)**

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Delete and Replace:
Terms and Conditions, Fingerprinting section 32.1.1, delete and replace the original with the following:
Effective immediately, Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

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 Division of Health and Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 8/28/12	DATE 8/7/12

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: Barbara M. Behm
Assistant Attorney General

Date: 8/24/12

By:
Public Agency Legal Counsel
Bryan B. Chambers

Date: 8 7 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 Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Four (4)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service for Case Management is $320,006.

The reimbursement ceiling for the service for Community Services is $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to $1,735,780.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information shall be provided on the forms currently required by this contract.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 7/19/12	DATE 6/26/12

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: 7/12/12

By: _____
for Public Agency Legal Counsel
Bryan B. Chambers

Date: 6-26-12

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 Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Three (3)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2011 through June 30, 2012:
The reimbursement ceiling for the service Case Management is increased from $426,729 to $456,257. This is an increase of $29,528, which includes $6,389 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $220,258. This is an increase of $70,258, which includes $70,258 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,265,774.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:
Terms and Conditions, section 4.5, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 12/7/2011	DATE 11/15/11

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: 12/5/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Date: 11 15 11

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.1075	X	$110,334	$ 11,861	$ 5,930
TOTAL ERE COST:				**$ 40,295**	**$ 29,978**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$300 per month x 12 months	$ 3,600	$ 3,600
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 4,200
TOTAL TRAVEL COSTS:		**$ 7,800**	**$ 7,800**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 12,046
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 12,286**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 8,489
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 9,689**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 800
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 14,340
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 21,140**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 224,465	$ 179,319

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 243,108	$ 243,108
2	LIHCON	*78*	$ 7,013	$ 7,013
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 276,938**	**$ 276,938**

12	TOTAL COSTS:	$ 501,403	$ 456,257

REVENUE SOURCES:		
DES Case Mgt.	$ 456,257	$ 456,257
Gila County	$ 45,146	
TOTAL REVENUE:	**$ 501,403**	**$ 456,257**
TOTAL REVENUE:	**$ 501,403**	**$ 456,257**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 3,542
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,525
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 182,404**	**$ 91,002**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 5%			$ 357	$ 357
	$595.83 per mo x 12 mo X 2 @ 10%			$ 1,430	$ 1,430
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$182,404	$ 13,954	$ 6,977
Workman's Comp	0.003	X	$182,404	$ 547	$ 274
Retirement	0.1075	X	$182,404	$ 19,608	$ 9,804
TOTAL ERE COST:				**$ 53,056**	**$ 36,002**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 6,000
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 4,200
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 10,200**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 8,154
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ 20,076**	**$ 8,154**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
Scanners	3 @ $300 based on IT quote	$ 900	$ 900
TOTAL EQUIPMENT COSTS:		**$ 900**	**$ 900**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 12,000
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 13,000**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 279,636**	**$ 159,258**

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 122 households	$ 61,000	$ 61,000
TOTAL VOUCHER COSTS:		**$ 61,000**	**$ 61,000**

12	**TOTAL COSTS:**	**$ 340,636**	**$ 220,258**

REVENUE SOURCES:		
DES CSV	$ 220,258	$ 220,258
Gila County	$ 120,378	
TOTAL REVENUE:	**$ 340,636**	**$ 220,258**
TOTAL REVENUE:	**$ 340,636**	**$ 220,258**

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 Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Two (2)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service for Case Management is increased from $480,974 to $907,703. This is an increase of $426,729.

The reimbursement ceiling for the service for Community Services is increased from $163,557 to $313,557. This is an increase of $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: $1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

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 Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Michael A. Pastor
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/28/2011	DATE 6-7-11

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: 6/28/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 6-7-2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.1075	X	$110,334	$ 11,861	$ 5,930
TOTAL ERE COST:				**$ 40,295**	**$ 29,978**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$225 per month x 12 months	$ 2,700	$ 2,262
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 3,326
TOTAL TRAVEL COSTS:		**$ 6,900**	**$ 5,588**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 8,489
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 9,689**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 16,440**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 223,565	$ 170,399

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 222,500	$ 222,500
2	LIHCON	*78*	$ 7,013	$ 7,013
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 256,330**	**$ 256,330**

12	**TOTAL COSTS:**	**$ 479,895**	**$ 426,729**

REVENUE SOURCES:		
DES Case Mgt.	$ 426,729	$ 426,729
Gila County	$ 53,166	
TOTAL REVENUE:	**$ 479,895**	**$ 426,729**
TOTAL REVENUE:	**$ 479,895**	**$ 426,729**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 3,542
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,525
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 182,404**	**$ 91,002**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 5%			$ 357	$ 357
	$595.83 per mo x 12 mo X 2 @ 10%			$ 1,430	$ 1,430
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$182,404	$ 13,954	$ 6,977
Workman's Comp	0.003	X	$182,404	$ 547	$ 274
Retirement	0.1075	X	$182,404	$ 19,608	$ 9,804
TOTAL ERE COST:				**$ 53,056**	**$ 36,002**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 5,700
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 2,632
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service	$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	$ 258,659	$ 139,936

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 19 households	$ 10,064	$ 10,064
TOTAL VOUCHER COSTS:	Average $564 x 1 household	**$ 10,064**	**$ 10,064**

12	**TOTAL COSTS:**	$ 268,723	$ 150,000

REVENUE SOURCES:		
DES CSV	$ 150,000	$ 150,000
Gila County	$ 118,723	
TOTAL REVENUE:	**$ 268,723**	**$ 150,000**
TOTAL REVENUE:	**$ 268,723**	**$ 150,000**

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 Division of Community Services 5515 South Apache Avenue, Suite 200 Globe, AZ 85501	DE111073-001
	3. AMENDMENT NUMBER One (1)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:
The reimbursement ceiling for the service Case Management is increased from $445,831.00 to $480,974.00. This is an increase of $35,143.00

The reimbursement ceiling for the service Community Service is increase from $ 150,000.00 to $163,557.00. This is an increase of $13,557.00

Reduce Funding:
The reimbursement ceiling for the service of Community Service – ARRA is decreased from the estimated amount of $21,565.00 to the available amount of $ 21,375.13. This is a decrease of $189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: $665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service – ARRA (Attachment C) is revised and attached.

Revise:
Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall **NOT** submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."

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 Division of Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth Csaki**	TYPED NAME Michael A. Pastor
TITLE **Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/6/2011	DATE 5/3/11

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 McBehan
Assistant Attorney General

Date: 6/2/11

By:
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 5.3.2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,545
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,425**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.0985	X	$110,334	$ 10,868	$ 5,434
TOTAL ERE COST:				**$ 39,302**	**$ 29,482**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$225 per month x 12 months	$ 2,700	$ 2,262
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 3,326
TOTAL TRAVEL COSTS:		**$ 6,900**	**$ 5,588**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 10,800
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 12,000**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 9,763
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 15,923**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 222,572**	**$ 171,696**

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 235,210	$ 235,210
2	LIHCON	*78*	$ 28,172	$ 28,172
3	LLVG		$ 8,259	$ 8,259
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 30,113	$ 30,113
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 309,278**	**$ 309,278**

12	TOTAL COSTS:	$ 531,850	$ 480,974

REVENUE SOURCES:		
DES Case Mgt.	$ 480,974	$ 480,974
Gila County	$ 50,876	
TOTAL REVENUE:	**$ 531,850**	**$ 480,974**
TOTAL REVENUE:	**$ 531,850**	**$ 480,974**

CMT-A Case Management ISB 10-11
Submitted 04/23/2010
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Community Services Deputy Director	$67,309	50%+0=50%	50%	$ 33,655	$ 3,365
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,524
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 198,348**	**$ 90,824**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 2 @ 5%			$ 715	$ 715
	$595.83 per mo x 12 mo X 1 @ 10%			$ 715	$ 715
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$198,348	$ 15,174	$ 7,587
Workman's Comp	0.003	X	$198,348	$ 595	$ 298
Retirement	0.0985	X	$198,348	$ 19,537	$ 9,769
TOTAL ERE COST:				**$ 53,896**	**$ 36,244**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 5,700
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 2,632
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 275,444**	**$ 140,000**

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 46 households	$ 23,557	$ 23,557
TOTAL VOUCHER COSTS:	Average $557 x 1 household	**$ 23,557**	**$ 23,557**

12	**TOTAL COSTS:**	**$ 299,001**	**$ 163,557**

REVENUE SOURCES:		
DES CSV	$ 163,557	$ 163,557
Gila County	$ 135,444	
TOTAL REVENUE:	**$ 299,001**	**$ 163,557**
TOTAL REVENUE:	**$ 299,001**	**$ 163,557**

CSV-B ISB 10-11
Submitted 04/23/10
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
N/A					$ -	$ -
TOTAL PERSONNEL COST:					$ -	$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL ERE COST:		$ -	$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL TRAVEL COSTS:		$ -	$ -

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		$ -	$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	Approx $52.50 x 150 individuals for both activites	$ 7,875.13	$ 7,875.13
TOTAL MAT & SUPP COSTS:		$ 7,875.13	$ 7,875.13

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		**$ -**	**$ -**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 7,875.13	$ 7,875.13

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 27 households	$ 13,500	$ 13,500
TOTAL VOUCHER COSTS:		**$ 13,500**	**$ 13,500**

12	TOTAL COSTS:	$ 21,375.13	$ 21,375.13

REVENUE SOURCES:

CPIP CSV	$ 21,375.13	$ 21,375.13
TOTAL REVENUE:	**$ 21,375.13**	**$ 21,375.13**

TOTAL REVENUE:	**$ 21,375.13**	**$ 21,375.13**

CSV-C ISB 10-11
Submitted 07/08/10
Revised 12/07/10

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("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 ~~Insert Contractor Authority Here~~ A.R.S §11-201 et. seq. and A.R.S §11-251 et. seq. and,

WHEREAS the Department and the 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

Printed Name Elizabeth G. Csaki, CPPB

Title Professional Services Procurement Manager

Date 8/18/2010

DE111073-001
ADES Contract Number

FOR AND ON BEHALF OF THE GILA COUNTY DIVISION OF HEALTH & COMMUNITY SERVICES

Signature

Michael A. Pastor
Printed Name

Chairman, Board of Supervisors
Title

7/6/10
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Assistant Attorney General*

Date: 8/16/10

By: *Public Agency Legal Counsel*
Bryan Chambers, Chief Deputy Gila Co. Attorney

Date: 6-23-2010

TERMS AND CONDITIONS

1.0 Parties

1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services .

2.0 Term of Agreement and Option to Extend

2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.

2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.

2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.

2.2. **Extension**

2.2.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

3.0 Purpose of Agreement

3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 Definitions

4.1 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

4.2 *"Contractor"* means any person who has a Contract with the State.

4.3 *"Days"* means calendar days unless otherwise specified.

4.4 *"Department"* means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

4.5 *"Equipment"* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

4.6 *"Exhibit"* means any item labeled as an Exhibit.

4.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

4.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

4.9 *"May"* indicates something that is not mandatory but permissible.

4.10 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

4.11 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

4.12 Shall, Must" indicates a mandatory requirement.

4.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

4.14 *"Subcontract"* means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

4.15 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

4.16 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

4.17 "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.

5.0 Manner of Financing

5.1 See section 4.0 Funding in the Scope of Work.

6.0 Service Descriptions

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.

7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."

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.

9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

9.2.1 Change of telephone number;

9.2.2 Change in authorized signatory; and/or

9.2.3 Change in the name and/or address of the person to whom notices are to be sent.

9.3 This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

10.0 Applicable Law

10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.

10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

10.8 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.

10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

11.0 Arbitration

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

12.0 Assignment and Delegation.

12.1 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.

13.0 Audit

13.1 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, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.

13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

13.2.2 Summary schedule of prior audit findings

13.2.3 Auditor's Reports (detailed in the A-133)

13.2.4 Corrective Action Plan.

13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

14.0 Availability of Funds for the Current State Fiscal Year

14.1 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:

14.1.1 Reduce payments or units authorized;

14.1.2 Accept a decrease in price offered by the Contractor;

14.1.3 Cancel the Agreement; or

14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 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 an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.

15.2 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.

16.0 Background Checks for Employment through the Central Registry

16.1 If providing direct services to children or vulnerable adults, the following shall apply:

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 Background checks through the Central Registry shall be conducted for each Contract 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. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

19.1 The Contractor shall observe and abide by all applicable State and federal statutes, 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 the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, 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.

23.0 Cooperation

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

24.0 Data Sharing Agreement

24.1 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.

25.0 Disposition of Property

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

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

27.0 Evaluation

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

28.0 E-Verify

28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

29.0 Fair Hearings and Service Recipients' Grievances

29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, 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 Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. 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 Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

32.0 Fingerprinting

32.1 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:

32.1.1 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 the Department 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.

32.1.2 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.

32.1.3 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.

32.1.4 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 (as may be amended).

32.1.5 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 have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

32.1.6 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).

33.0 **Force Majeure**

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

33.2 Force Majeure shall not include the following occurrences:

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

33.2.2 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

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

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

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

34.0 Inclusive Contractor

34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

35.0 Indemnification

35.1 Indemnification for Contractor:

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

35.2 Indemnification for Subcontractor

35.2.1 In addition, Gila County Division of Health & Community Services 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 Gila County Division of Health & Community Services's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

36.0 Insurance Requirements

36.1 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.

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

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• 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 additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

   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.

   This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business 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 Arizona Department of***

Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

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

c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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.

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

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

a. In the event that the professional liability insurance required by this 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona 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.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. 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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise** 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.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General 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 insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the 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.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, 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 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

38.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

39.0 Monitoring

39.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his 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.

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 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.

41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

42.0 <u>No Parole Evidence</u>

42.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

43.0 <u>No Waiver</u>.

43.1 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.

44.0 <u>Notices</u>

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 <u>Offshore Performance Of Work Prohibited</u>

45.1 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

46.0 Order of Precedence

46.1 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:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits.

47.0 Ownership of Intellectual Property

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

48.0 Pandemic Contractual Performance

48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

48.1.2 Alternative methods to ensure there are services or products in the supply chain.

48.1.3 An up to date list of company contacts and organizational chart.

48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

48.2.1 After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

49.0 Payments

49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.

49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.

49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

49.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

50.0 Payment Recoupment

50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;

50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;

50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;

50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;

50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.

50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

53.0 Professional Standards

53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

55.0 Records

55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;

55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;

55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.

55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

56.0 Relationship of Parties

56.1 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.

56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

57.1 See section 7.0 General Reporting Requirements in the Scope of Work.

57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

59.0 Right of Offset

59.1 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 Agreement, including expenses, costs and damages.

60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

61.0 Severability

61.1 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.

62.0 State's Contractual Remedies

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

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

62.2.1 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.

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

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

63.0 Subcontracts

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

63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

64.0 Substantial Interest Disclosure

64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

65.0 Supporting Documents and Information

65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

66.0 Suspension or Debarment

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

66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.

67.0 Technical Assistance

67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

68.0 **Termination**

68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, 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 as may be amended.

68.3 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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

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

effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

68.6 Termination for Default.

68.6.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

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

68.8 Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

69.0 Third- Party Antitrust Violations

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

70.0. Transfer of Knowledge

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

71.0 Transition of Activities

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

72.2.3 OMB Circular A-21 for educational institutions.

72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

74.0 Warranty of Services

74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

75.0 Contract Documents

75.1 The following constitute an integral part of the contract:

75.1.1 Terms and Conditions

75.1.2 Scope of Work

75.1.3 Administrative Methodology

75.1.4 Service Methodologies

75.1.5 Attachments

75.1.6 Exhibits

Scope of Work
Community Action Program Services

1.0 **DES Vision and Mission Statement**

1.1 DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.

1.2 DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families

2.0 **Community Action Program Services** - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

2.1 **Definitions** – See Exhibit A, as may be amended.

2.2 **Community Services** - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.

2.3 **Case Management** - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

2.4 **General Transportation** - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.

3.0 **Authority** - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.

4.0 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of $150,000 will receive an allocation of at least $150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of $150,000 will receive an allocation of at least $150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

5.0 **Contract Term**
5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 **Administrative Requirements – The Contractor shall:**
6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

6.1.1 COATES Human Services Reauthorization Act of 1998
6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
6.1.3 Stewart B. McKinney Homeless Assistance Act
6.1.4 ARS §46-241 Short Term Crisis Services
6.1.5 ARS §46-701 Utility Assistance
6.1.6 ARS §46-741 Neighbors Helping Neighbors
6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security
6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment
6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

6.4 Service Provision
6.4.1 Provide services directly, as allowed, or through subcontractors.
6.4.2 Collect and report required client data.
6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).

6.5 Networking
6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
6.5.2 Form local partnerships with community agencies.
6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.

6.6 Subcontract Related Service Provisions
6.6.1 Document all costs associated with provision of contract services.
6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
6.6.12 Address client barriers to service.
6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).

6.7 Monitoring and Evaluation
6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
6.7.3 Establish and implement a process for service/performance improvement.
6.7.4 Participate in DES/DAAS evaluation studies, when required.

7.0 **General Reporting Requirements – The Contractor shall:**
7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing $1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).

8.0 **Items Provided by the Department – The Department shall provide:**
8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
   1. 1/3 are elected public officials, holding public office on the date of selection.
   2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
   3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
   1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
   2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
   3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 Public CAAs Advisory Board:

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fills gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community- based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community **served**, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES.

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 Items Provided by the Department – The Department shall provide:

9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.

9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 <u>All CAAs shall provide the following</u>:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 <u>All CAAs and designated LIHEAP agencies shall provide the following</u>:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
   1. Utility payments or deposits for heating and cooling
   2. Temporary emergency shelter (if needed due to energy related crisis)
   3. Payment of water bills related to cooling (May 1 through October 1)
   4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

10.3 **Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**

10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.

10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.

10.3.3 Develop in collaboration with the client, a case management plan that includes the following:

1. An assessment of the client's resources and needs.
2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.

10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:

1. Resolve any immediate crisis in a timely manner.
2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.

10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.

10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.

10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.

10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.

10.4 **Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**

10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.

10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).

10.5 **Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**

10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.

10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).

10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.

10.5.4 Utilize an in-house system to make payments to utility companies.

10.6 **Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**

10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.

10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.

10.7 **Program Reporting Requirements – The Contractor shall:**

10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work

Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 **Items Provided by the Department – The Department shall provide:**

10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.

10.8.3 Short Term Crisis Services Policy Manual.

10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:
The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR	PRIVATE SECTOR	LOW INCOME
Annie Hinojos		
Margret Celix	Robert Closs	Barbara Leetham
Lyn Canning		Audrey Opitz
Ramona Ortiz		Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing., Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients with in their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County,HUD, Town of Payson, FEMA,HEAF,DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the Home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

a. Title I Adults, Youth, Dislocated Worker
b. Job Corps
c. Native American programs
d. Migrant/Seasonal farm Worker Prog.
e. Veterans Workforce Prog.
f. Program authorized under Wagner/Peyser Act
g. Adult education/literacy activities
h. Vocational Rehabilitation Prog.
i. Welfare to Work Prog.
j. Senior community Sacs. Emp.
k. Postsecondary Voc. Education
l. Trade Adjustment Asst./NAFTA
m. Community Service Block Grant
n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
L ncome People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
L -Income People, Especially Vulnerable ulations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobbying with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments. appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds. then those supportive services will be immediately be provided. If other resources are necessary to assist the client. then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified. the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence. loss of income. unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures. a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis. rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements. homeless. and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted. case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility. denial. rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals. start and targeted completion dates. tasks required to achieve the goals. who will complete the task and services to be provided and/or accessed. Strengths. past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems. using appropriate resources that the client. case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30. 60. and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4)For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a). the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive. which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates. a copy of the EN-005. the Family Service Plan/updates. case notes. and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

c) As an ongoing process of case management. the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan. at the request of the client to discontinue services. or by agreement of the case manager. program manager or Divisional Program Manager. At the time of closure. reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status. the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal. the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL,APPEAL FOR SOCIAL SERVICES

Gila County Communitiy Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7631

Date: 6/11/2010

Dear:

☐ **Your application for social services has been approved. You will be receiving the following service:**

_____ $ -

_____ $ -

_____ $ -

☐ **Your application for social services has been denied. The reason(s) is/are:**

☐ Your income exceed Federal poverty levels.

☐ You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

☐ You failed to provide requested verification needed to complete your application and to determine eligibility

_____

☐ Gila County CAP had no contract funds available at this time to assist you.

☐ You requested your application not to be completed.

☐ The program for which you applied required that you have a documentable crisis in the home.

☐ Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4
The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency, Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5
A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011

CONTRACTOR	E#	COUNTY	SVC	FUND SOURCE	COST TYPE	2011 AWARD	COMMENTS
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	Total:
GILA		GILA	CMT	SSBGLP	A	8,352.00	Vouchers 255077
GILA		GILA	CMT	TANF	S	150,000.00	130,707.00
GILA		GILA	CMT	TANF	V	0.00	19,293.00
GILA		GILA	CMT	QWEST	A	1,082.00	
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		**445,831.00**	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		**150,000.00**	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		**595,831.00**	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	$ 26,946	$ 26,946
1	1	Divisional Accountant	$35,422	50%+0=50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:					**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	CPIP Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.0985	X	$110,334	$ 10,868	$ 5,434
TOTAL ERE COST:				**$ 39,302**	**$ 29,483**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	$200 per month x 12 months	$ 2,700	$ 1,350
Per Diem	$25 per day for 20 days for 10 FTE's	$ 5,000	$ 4,000
TOTAL TRAVEL COSTS:		**$ 7,700**	**$ 5,350**

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 10,800
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 12,000**

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 9,764
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 15,924**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A			
		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 223,372	$ 171,459

11 VOUCHERS

Item			Service Cost	CPIP Cost
.	LIHEAP	*77*	$ 222,500	$ 222,500
2	LIHCON	*78*	$ 25,055	$ 25,055
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 274,372**	**$ 274,372**

12			
	TOTAL COSTS:	$ 497,744	$ 445,831

REVENUE SOURCES:		
CPIP Case Mgt.	$ 445,981	$ 445,831
CPIP CSV-B	$ 150,000	
CPIP CSV-C	$ -	
TOTAL REVENUE:	**$ 595,981**	**$ 445,831**

TOTAL REVENUE:	**$ 595,981**	**$ 445,831**

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	$81,994	50%+0=50%	$ 40,997	$ 4,100
1	1	Community Services Deputy Director	$67,309	50%+0=50%	$ 33,654	$ 3,365
1	1	Divisional Program Manager	$55,245	50%+0=50%	$ 27,622	$ 5,524
1	1	Divisional Special Projects	$27,908	50%+0=50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	$ 16,442	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:					**$ 198,347**	**$ 90,825**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	CPIP Cost
Health Insurance	$595.83 per mo x 12 mo X 2			$ 14,300	$ 715
	$595.83 per mo x 12 mo X 1			$ 7,150	$ 715
	$595.83 per mo x 12 mo X 2			$ 14,300	$ 2,860
	$595.83 per mo x 12 mo X 4			$ 28,600	$ 14,300
FICA	0.0765	X	$198,347	$ 15,174	$ 7,587
W nan's Comp	0.003	X	$198,347	$ 595	$ 298
Retirement	0.0985	X	$198,347	$ 19,537	$ 9,769
TOTAL ERE COST:				**$ 99,655**	**$ 36,243**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	$321.17 per month x 12 months	$ 6,000	$ 5,832
Per Diem	$25 per day for 20 days for 5 FTE's	$ 2,500	$ 2,500
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 319,503**	**$ 140,000**

11 VOUCHERS

Item		Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average $500 x 20 households	$ 10,000	$ 10,000
TOTAL VOUCHER COSTS:		**$ 10,000**	**$ 10,000**

12	**TOTAL COSTS:**	**$ 329,503**	**$ 150,000**

REVENUE SOURCES:

CPIP CSV	$ 150,000	$ 150,000
CPIP Case Mgt.	$ 445,831	
TOTAL REVENUE:	**$ 595,831**	**$ 150,000**

TOTAL REVENUE:	**$ 595,831**	**$ 150,000**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					$ -	$ -
TOTAL PERSONNEL COST:					$ -	$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL ERE COST:		$ -	$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N		$ -	$ -
TOTAL TRAVEL COSTS:		$ -	$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		$ -	$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	$50 x 500 individuals for both activites	$ -	$ -
TOTAL MAT & SUPP COSTS:		$ -	$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		**$ -**	**$ -**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ -	$ -

11 VOUCHERS

Item		Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average $1,000 x 125 households	$ -	$ -
TOTAL VOUCHER COSTS:		**$ -**	**$ -**

12	TOTAL COSTS:	$ -	$ -

REVENUE SOURCES:

CPIP CSV	$ -	$ -
TOTAL REVENUE:	**$ -**	**$ -**

TOTAL REVENUE:	**$ -**	**$ -**

CSV-C ISB 10-11
Submitted 04/23/10

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-2145 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date:	10/22/2013		
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:	Fiscal Year 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2010 - June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 11 to an Intergovernmental Agreement (Contract No. DE111006001) with Arizona Department of Economic Security.

Background Information

Under Title 1B of the Workforce Investment Act (WIA), the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers.

September 2010 - Board of Supervisors approved the original Intergovernmental Agreement (Contract No. DE111006001.)

January 8, 2010 - Board of Supervisors approved Amendment No. 1 which adds Section 48.0 Background Checks for Employment through 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.

November 1, 2011 - Board of Supervisors approved Amendment No. 5 which was amended to include paragraphs - Section 34.2, Section 35.2.

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 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 reflects a reduction of $150,000.

October 1, 2013 - Board of Supervisors approved Amendment No. 10 which was amended to increase the contract from $8,549,003 to $8,577,410.

Evaluation

Dislocated Worker funds for FY13 are decreased by $150,000 from $901,786 to $751,786. This decrease is movement of Dislocated Worker funds to the Nineteen Tribal Nations Workforce Investment Area in order to serve the dislocated workers previously served by Gila County.

Conclusion

Amendment No. 11 has decreased the total contract from $8,577,410 to $8,427,410 by the amount of $150,000.

Recommendation

Recommendation that the Board of Supervisors approve Amendment No. 11 to the Intergovernmental Agreement between Arizona Department of Economic Security and Gila County Board of Supervisors which decreases Contract DE111006001 by $150,000.

Suggested Motion

Approval of Amendment No. 11 to an Intergovernmental Agreement (Contract DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors decreasing the reimbursement ceiling from $8,577,410 to 8,427,410. The decrease of $150,000 is movement of Dislocated Worker funds to the Nineteen Tribal Nations Workforce Investment Area in order that they may continue to serve the dislocated workers previously reported under Gila County.

Attachments

Amendment No. 11 - Contract DE111006001
Amendment No. 10 - Contract De111006001
Amendment No. 9 - Contract DE111006001
Amendment No. 8 - Contract DE111006001
Amendment No. 7 - Contract DE111006001
Amendment No. 6 - Contract DE111006001
Amendment No. 5 - Contract DE111006001
Amendment No. 4 - Contract DE111006001
Amendment No. 3 - Contract DE111006001
Amendment No. 2- Contract DE111006001
Amendment No. 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 S Apache Blvd Globe, AZ 85501	DE111006001
	3. AMENDMENT NUMBER 11

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:

FY13 Dislocated Worker Program Funds
FROM $901,786.00 TO $751,786.00

The reimbursement ceiling is decreased from $ 8,577,410.00 to $8,427,410.00

The decrease of $150,000.00 is movement of Dislocated Worker funds to the Nineteen Tribal Nations Workforce Investment Area in order that they may continue to serve the dislocated workers previously reported under Gila County.

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.	8. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	**GILA COUNTY**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Francine Whittington**	TYPED NAME **Michael A. Pastor**
TITLE **Procurement Manager**	TITLE **Gila County Board of Supervisors Chairman**
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

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 X
TYPED NAME **Francine Whittington**	TYPED NAME Michael A. Pastor
TITLE **Procurement Manager**	TITLE Chairman
DATE	DATE 10-1-2013

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: _____

Approved as to form:

X By: _____
Bryan B. Chambers, Deputy Attorney Principal

Date: 10-1-2013

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
Gila County Board of Supervisors 5515 S Apache Blvd Globe, AZ 85501	DE111006001
	3. AMENDMENT NUMBER 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.	8. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	**GILA COUNTY**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
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: _____
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

By: _____
Public Agency Legal Counsel

Date: _____

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
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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
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 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: _____ Date: _____
(Name and Title)

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.	8. NAME OF CONTRACTOR
ARIZONA DEPARTMENT OF ECONOMIC SECURITY	**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: _____

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

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

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
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
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FY	2011	DW	964,412	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
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

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** Csaki	TYPED NAME Tommie C. Martin Tommie 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~~** Deputy CPO	TYPED NAME Michael A. Pastor
TITLE **Procurement Manager, Contract Administration**	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: Barbara M. Behn
Assistant Attorney General

Date: 2/25/11

By: Bryan Chambers
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 A. 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	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME CATHIE G. ROSIMANO	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. Behm
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

CATHIE G. ROSEMAN

~~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 M. Behum
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 y 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

Revision 3 - 8/12/09

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

Attachment E

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.

Attachment E

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

Attachment E

		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-2137 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Robert Gould, Community Development Division Director	Submitted By:	Beverly Valenzuela, Executive Administrative Assistant, Community Development Division
Department:	Community Development Division	Division:	Community Development Administration

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Member Reappointments.

Background Information

Clint Miller was appointed to the Gila County Building Advisory and Appeals Board on December 4, 2012, to complete the term vacated by Richard Franco, which expires December 31, 2013. Mr. Miller is an Arizona licensed architect and resides in Pine, Arizona.

Perry Schaal was appointed to the Gila County Building Advisory and Appeals Board on May 22, 2012, to complete the term vacated by Bernie Lieder. which expires December 31, 2013. Mr. Schaal is an Arizona licensed commercial and residential plumber who resides in Pine.

Evaluation

ARS 11-862 and the Gila County Building Code Ordinance require that the Gila County Building and Advisory Board consist of members who are Gila County residents with experience in certain categories. Both members qualify and are willing to serve another term of office.

Conclusion

Mr. Clint Miller and Mr. Perry Schaal meet the requirements to be a member of the Gila County Building Safety Advisory and Appeals Board and are currently serving on said Board.

Recommendation

The Community Development Division Director recommends that the Board of Supervisors reappoint Clint Miller and Perry Schaal to serve another term of 4 years to expire December 31, 2017.

Suggested Motion

Approval to reappoint Clint Miller and Perry Schaal to serve a 4-year term of office on the Gila County Building Safety Advisory and Appeals Board, from January 1, 2014, to December 31, 2017.

Attachments

GC Building Safety Advisory & Appeals Board Proposed Membership List

ARS 11-862

Section 4 of the Gila County Bldg Code Ord

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to BOS on 10/22/13 and if approved, the list will be as follows)

NAME OF MEMBER *This Board was created on 10/23/07 and these members were appointed on 3/4/08.	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years)
Perry Schall – Plumber	D	C (10/22/13)	As of 12/31/13, will have served 1 year, 7 months	01/01/14-12/31/17	4 years
Clint Miller – Architect	D	C (10/22/13)	As of 12/31/13, will have served 13 months	01/01/14-12/31/17	4 years
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	4 years
Walter Del Campo-Electrical Contractor	D	B (06/25/13)	(Peter Havens)	06/25/13-12/31/16	3 ½ years
Bruce Binkley-Architect	D	B (04-16-13)	(John Marcanti)	04/16/13-12/31/14	1 year, 8 months
Bob O'Connor-HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4 years
Pete Oddonetto-General Contractor	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	4 years

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

11-862. Advisory board; appointment; terms; duties

A. Any code adopted pursuant to this article shall contain a provision for an advisory board consisting of at least five members in order to determine the suitability of alternative materials and construction and to permit interpretations of the provisions of such code. The advisory board shall consist of at least five but not more than seven members and shall include at least members from the following categories, to the extent the persons meeting the qualifications are available within the county and are residents of such county:

1. An architect duly licensed in the state of Arizona.
2. A professional engineer duly licensed in the state of Arizona.
3. A general contractor duly licensed in the state of Arizona.
4. A person representing the public and a resident of the county.
5. A person engaged in the electrical, mechanical or plumbing trade.

B. If the advisory board consists of more than five members, the additional members may be engaged in the construction and design industry.

C. The county official charged with the enforcement of the code shall serve, without vote, as an ex officio member of the board and shall act as secretary.

D. Each appointee shall have substantial experience in the field covered by the particular code. Except as provided in subsection F of this section, members of the advisory board shall be appointed by the board of supervisors. Members shall be appointed for a term of four years, staggered so that at least one but no more than two terms expire each year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

E. The functions and duties of the advisory board may be specified by regulation by the board of supervisors.

F. If the county and a city or town contract to provide for enforcement of codes pursuant to section 11-863, by intergovernmental agreement pursuant to chapter 7, article 3 of this title, the manner in which appointments are made to the advisory board may be specified in the agreement.

A letter of Certification (duplicate certification) may be for other than the original issue.

4. Certificate of Fitness (for hazards and safety). A document issued by the Building Officials authorizing by permit to maintain, store or handle materials or to conduct processes, which produce conditions hazardous to life and property or to install equipment used in connection with such activities in accordance with the provision of this Ordinance. It shall not be transferable and any change in use or occupancy of premises shall require a new permit.

   May be used when new construction "fitness" is a change of use and occupancy.

I. Building Safety Department

The Building Safety Department shall administer this Ordinance. The official in charge thereof shall be known as the Chief Building Official of Gila County.

J. Administrative Provisions

The administrative rules for administering this Ordinance, are as noted in the respective codes or as otherwise hereinafter provided.

Nothing contained in this Ordinance shall prevent, restrict or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is five or more contiguous commercial acres.

K. For the purpose of this Ordinance, the following definitions shall apply:

Plot Plan – a plat showing the property size and shape with the location of the building or buildings shown. Required yard setback from front, back and side property lines shall be shown, in addition to required distances between buildings, and location of approved sanitary system.

Plans and Specifications – simple buildings (i.e., cabanas, trailer covers, sheds, barns, and additions to dwellings from 145 to 1,000 square feet) a drawing with data showing floor plan, at least two elevations and sufficient information to allow the plan check officer to determine if the building will meet Code standards.

SECTION 4. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals

Board. Whenever the terms "Board", "Advisory Board", "Board of Appeals" or "Advisory and Appeals Board" appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.

2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.

3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
   a. Two members shall be appointed to four year terms.
   b. Two members shall be appointed for three year terms.
   c. Two members shall be appointed for two year terms.
   d. One member shall be appointed to a one year term.

   Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

   The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
   1. An architect duly licensed in the state of Arizona.
   2. A professional engineer duly licensed in the state of Arizona.
   3. A general contractor duly licensed in the state of Arizona
   4. A person representing the public
   5. A person engaged in the electrical, mechanical or plumbing trade.

3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.

4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board

shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.

2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.

3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.

4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.

3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.

4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.

5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman pro-tempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.

8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.

9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.

10. The Secretary of the Board shall be custodian of the records of the Board.

E. Hearings and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.

2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.

3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.

4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.

5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.

6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the

Building Safety Department on any particular order, decision or determination currently held or being enforced.

F. Quorum and Voting

1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.

2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.

3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.

4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.

5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.

2. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.

3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.

5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.

6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.

7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.

8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.

9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.

10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.

11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. <u>Limitation of Authority</u>

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

SECTION 5. CONTINUITY

The International Code Council and other organizations identified in Section 1 of this Ordinance publish the books that constitute the Building Code and periodically issue supplements and amendments. In order that this Ordinance maintains its continuity, it shall be the responsibility of the Building Official to insure that all such supplements and amendments to the codes are properly implemented.

SECTION 6. ADMINISTRATION

All department officials and public employees of the County of Gila, vested with the duty or authority to issue permits or licenses, shall comply with the provisions of this Ordinance and shall issue no permit or license for any use, building or purpose in conflict with the provisions of this Ordinance. Any permit or license so issued in conflict with the provisions of this Ordinance shall be null and void and of no effect whatsoever.

Filing Plans. Every application for a building permit shall be accompanied by two copies of plans and specifications. Plans shall include plot plans. One copy of such accepted plans shall be returned to the owner when plans are approved by the Building Official.

Plans and Specifications. With each application for a building permit and also when otherwise required by the Building Official for enforcement of any provision of this Ordinance, two (2) sets of specifications and plans shall be submitted. The Building Official may, where the complexity of the plans clearly warrant (that is, any building requiring engineering computations i.e., public buildings, etc.), require plans and specifications to be prepared and designed by an engineer or architect licensed by the State to practice as such. The Building Official may further require that plans for new construction indicate existing and finished grade elevations based on County data with existing and finished drainage flow patterns in areas subject to flooding.

One copy of submitted plans shall be returned to the applicant when approved. Approval shall normally be received within ten (10) working days after submission. If there is any delay beyond fifteen (15) days, a letter of explanation shall be sent to the applicant.

SECTION 4. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals Board. Whenever the terms "Board", "Advisory Board", "Board of Appeals" or "Advisory and Appeals Board" appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.

2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.

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4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

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   Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

   The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
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3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.

4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.

2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.

3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.

4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

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2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.

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4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.

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6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman pro-tempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.

8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.

9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.

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E. <u>Hearings and Meetings</u>

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.

2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.

3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.

4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.

5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.

6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the Building Safety Department on any particular order, decision or determination currently held or being enforced.

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5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.

1. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.

2. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.

5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.

6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.

7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.

8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.

9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.

10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.

11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

ARF-2133 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Public Works Division	Division:	Facilities
Fiscal Year:	FY 2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	09-18-13 to 09-17-14	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 1 to Contract 062512-1 for Janitorial Service for Southern Gila County with WCD Enterprises, LLC.

Background Information

Effective September 18, 2012, Gila County and WCD Enterprises, LLC. entered into a contract whereby WCD Enterprises, LLC. agreed to provide janitorial services for southern Gila County. The contract term ends September 17, 2013.

Evaluation

Per Exhibit "C", Term and Renewal of Contract No. 062512-1, the contract period may be renewed by the County, at its sole option, for three additional one-year periods. The parties hereby agree to exercise this option and agree to extend the contract for one (1) year, from September 18, 2013, to September 17, 2014. Amendment No. 1 will extend the contract period for one year from September 18, 2013, to September 17, 2014.

Conclusion

By extending Contract No. 062512-1 for one year, it will allow WCD Enterprises, LLC. to continue to provide janitorial services to southern Gila County.

Recommendation

The Finance Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract No. 062512-1 to extend the contract for one year with WCD Enterprises, LLC. for janitorial services for southern Gila County.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 062512-1 between Gila County and WCD Enterprises, LLC. to extend the contract per Exhibit "C"-Term and Renewal, for the period of September 18, 2013, to September 17, 2014; and to provide for janitorial services for southern Gila County.

Attachments

Amendment No. 1 to Contract No. 062512-1 with WCD Enterprises, LLC.

Contract No. 062512-1 with WCD Enterprises, LLC.
Legal Explanation

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 062512-1
JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY
WCD ENTERPRISES, LLC

Effective September 18, 2012, Gila County and WCD Enterprises, LLC entered into a contract whereby WCD Enterprises, LLC agreed to provide Janitorial Services for Southern Gila County. Per Exhibit "C"-Term and Renewal, this period may be renewed by Gila County, at its' sole option, for three (3) additional one (1) year periods or portions thereof.

The contract expires September 17, 2013. Per Exhibit "C"-Term and Renewal, this period may be renewed by Gila County, at its' sole option, for three (3) additional one (1) year periods or portions thereof. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from September 18, 2013, to September 17, 2014.

Contractor will continue to bill for services pursuant to Price Sheet of the original contract, but in no event shall charges for the September 18, 2013, to September 17, 2014 extension exceed $92,880.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2013.

GILA COUNTY
BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

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

CONTRACTOR
WCD ENTERPRISES, LLC

_____
Authorized Signature

WES DRYDEN
_____
Print Name

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS
062512-1

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

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.

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 062512-1
JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Southern Gila County.

SUBMITTAL DUE DATE:	**August 13, 2012 3:00 PM**
RETURN PROPOSAL TO:	**Gila County Procurement** **Guerrero Complex** **1400 East Ash Street, Globe, AZ 85501**
MANDATORY PRE-BID MEETING:	**August 1, 2012 10:00 AM** **Gila County Courthouse, 1400 E. Ash St., Globe, AZ, 2nd Floor** **Meeting will begin at Courthouse and continue to locations provided in complete RFP packet.**

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612 Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

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

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **July 18 and July 25, 2012**

Signed: _____ Date: 7/17/12
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 7/17/12
Tommie C. Martin, Chairman, Board of Supervisors

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Southern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets
Gila County Courthouse (0101) 1400 E. Ash St. Globe, AZ 85501	47,076	1st 2nd 3rd	8 7 10	1 0 1	1 0 0
Michaelson Building (0201) 149 S. Broad St. Globe, AZ 85501	7,952	1st 2nd	2 2	1 1	1 1
Health & Community Services (6005) 5515 S. Apache Ave. Globe, AZ 85501	27,581	1	6	3	1
WIC Building (0204) 5515 S. Apache Ave Globe, AZ 85501	1,792	1	1	1	0
Public Works Administration (0710) 745 N. Rose Mofford Way Globe, AZ 85501	11,000	1	2	1	0
Facilities/Sign Shop Building (0712) 725 N. Rose Mofford Way Globe, AZ 85501	2,256	1	2	1	0

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- *Job Supervisor*
  The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

  The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

  The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

EQUIPMENT & SUPPLYS

- County Provided Equipment
  Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

  The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

  - Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

- Contractor Provided Equipment
  Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

  - Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

    All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are <u>not</u> acceptable for use.

  1. *<u>Sweeping and Dust Moping</u>* (Uncarpeted Areas)
     a. Vestibules, lobbies and entries
     b. Corridors
     c. Stairwells, stars and landings (interior)
     d. Elevators and elevator vestibules
     e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.

  1. *<u>Vacuuming</u>* (Carpeted Areas)
     a. Lobbies and entries (interior)
     b. Stairwells, stairs and landings (interior)
     c. Corridors
     d. Offices, Courtroom and Conference rooms

  2. *<u>Dusting and Vacuuming</u>* (Low Cleaning-Under 6')
     a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
     b. Window sills, ledges, etc.
     c. Vending Machines
     d. Stairwells, stairs, landings and railings (interior)

  3. *<u>Dusting and Vacuuming</u>* (High Cleaning-Over 6')
     a. Door casings
     b. Partitions, wood paneling, etc.

- **Trash Removal Standards**: All waste baskets shall be emptied and boxes, cans, paper, etc. marked <u>trash</u> which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

1. *Trash Removal*
   a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
   b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

- **Washing Standards**: Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

1. *General Washing*
   a. Clean and sanitize urinals inside and out
   b. Clean and sanitize commodes inside and out.
   c. Clean mirrors
   d. Clean and sanitize miscellaneous restroom and toilet fixtures.
   e. Clean and sanitize restroom and toilet floors.
   f. Clean and sanitize restroom wash basin wall area and toilet wall area.
   g. Clean and sanitize shower rooms.
   h. Damp wipe all restroom and locker room ledges and sills.
   i. Spot clean walls, doors and trim.
   j. Clean and sanitize water fountains.
   k. Windows inside and outside of building
   l. Was baseboards, doors, and door handles
   m. Clean light switches

2. *Washing Glass*
   a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
   b. Use only soft cloths on Plexiglas.
   c. The washing shall not contaminate adjacent non-glass areas.
   d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
   e. Sill and frames shall be damp wiped.

3. *Washing Except Glass*
   a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
   b. Surface shall be left clean without streaks.
   c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

4. *Washing in Restroom, Public and Patient Areas*
   a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
   b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stars, landings & elevator hard floors.

  There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are <u>not</u> acceptable for use.

  1. *<u>Wet Mopping</u>*
     a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean both or textile disposable wipers.

  1. *<u>Brass and Stainless Steel</u>*
     a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
     b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buffing all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards**: A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- <u>Daily</u>
  1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
  2. Clean all entryways and walkways six feet outside of entry.
  3. Sweep or dusts mop all entrances, entryways, and lobbies.
  4. Spot clean all glass and interior partitions.
  5. Clean all restrooms.
     a. Clean and disinfect all drinking fountains.
     b. Clean and disinfect all sinks, toilets, and urinals.
     c. Remove all finger marks from walls, stalls, doors, and light switches.
     d. Damp wipe all ledges and sills.
     e. Clean all mirrors and ledges of mirrors.
     f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
     g. Replenish all restroom with paper towels, tissue, and soap.
     h. Empty and remove trash.
  6. Clean elevators, door tracks, and lobbies.
  7. Remove trash from all buildings to the Shop garbage bin.
  8. Clean all kitchens by sweeping, mopping floors and removing trash only.
  9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
  10. Vacuum all courtrooms and offices with vacuum cleaner.

- Two Times Weekly – (Minimum):
  1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
  2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
  3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
  4. Remove all finger marks from furniture, fixtures, ledges and sills.
  5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

  Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

  The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

  If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

- Storage Space

  Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

  Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

- Stripping and Waxing of Floors per County Request

  Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-8612, or emailed to vbejarano@co.gila.az.us. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, August 3, 2012, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page29, Contractor certifies:
   A. The submission of the proposal did not involve collusion or other anti-competitive practices.
   B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title *"Janitorial Service for Southern Gila County"*, RFP No., *"062512-1"*, Date *"August 13, 2012"*, and time *"3:00 PM"* of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.

   a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.

5. Those Contractor who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Independent Contractor

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.

Contract Amendments

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

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

- Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices shall be submitted monthly for services performed under this contract.

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

- Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.

4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Southern Gila County facilities.

General Purpose

1. All product specifications are **minimum.**

2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

4. Contractor shall review its Proposal submission to assure the following requirements are met.
   a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted
   b. Qualification and Certification Forms
   c. Price Sheet
   d. References List
   e. No Collusion Certification
   f. Intentions Concerning Subcontracting
   g. Legal Arizona Workers Act Compliance
   h. Checklist & Addenda Acknowledgment
   i. Offer Page
   j. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined in to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

a. Cost (50%)
b. Qualifications and Prior Experience (30%)
c. Conformity to Submittal Requirements (10%)
d. References (10%)

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.

    a. Any Response to a request for Clarification of a Proposal shall be in writing.
    b. Gila County shall keep a record of all Negotiations.

- For the purposes 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 Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the 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 Contractor.

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

INSURANCE REQUIREMENTS

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

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

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

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

   a. Policy shall be endorsed to **include master key coverage**.
   b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**
   c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000

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

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

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

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

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

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

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

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

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

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

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

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 062512-1 Janitorial Service for Southern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
   WCD Enterprises LLC
   28150 N. Alma School Pkwy #103-452
   Scottsdale, AZ 85262
   (480) 415-3416 wes.drydea@yahoo.com
2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ✓ No. If "Yes, give details, including the date, the contracting agency, and the reasons 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 ✓ 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 the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes ✓ 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 ALONG WITH THEIR PROPOSAL SUBMITTAL:**
   a. A brief history of the Company.
   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 Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
   f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
   g. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____.
(If Applicable)

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 Contractor Business License Number: _____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.

Signature of Authorized Representative

Tanya Fallington
Printed Name

Account Manager
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 062512-1 Janitorial Service for Southern Gila County.

Contractor Name: WCD ENTERPRISES, LLC **Phone No.:** 480-415-3416

Location	Square Foot	Annual Cost Per Location
Gila County Courthouse	47,076	$ 40,800
Michaelson Building	7,952	$ 8,160
Health & Community Services	27,581	$ 25,920
WIC Building	1,792	$ 3,600
Public Works Administration Building	11,000	$ 10,800
Facilities/Sign Shop Building	2,256	$ 3,600
TOTAL ANNUAL COST FOR JANITORIAL SERVICE		$92,880

BILLABLE WORK: *(page 8)*	**Cost Per Square Foot**
Cost for Carpet Cleaning	$ .10
Cost for Stripping & Waxing Floors	$ .18

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services shall be billed monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: Please see attached
   Contact: _____
   Phone: _____ Address: _____
   Job Length of Time: _____Months _____Years
   Job Description: _____

2. Company Name: _____
   Contact: _____
   Phone: _____ Address: _____
   Job Length of Time: _____Months _____Years
   Job Description: _____

3. Company Name: _____
   Contact: _____
   Phone: _____ Address: _____
   Job Length of Time: _____Months _____Years
   Job Description: _____

WCD Enterprises, LLC
Company Name

Signature of Authorized Representative

Account Manager
Title

WCD ENTERPRISES, LLC
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

UNITED STATES POST OFFICE
Multiple Locations-(local and nationwide)
Approximately 100,000 SF
Warren Pender
Phone: 800-995-5326 ext. 227
Email:
Janitorial Services
2007-Present

COVERALL OF ARIZONA-MEDICAL FACILITIES
Multiple Locations
Approximately 19,000 SF
Ken Abrams
Phone: 602-468-1700
Email: kabrams@coverallwarjon.com
Janitorial Services
2008-Present

JAN PRO-MEDICAL FACILITIES/WASTE MANAGEMENT
Vito Chiarito (local & nationwide)
Phone: 602-438-1000
Email: Vito.chiarito@jan-pro.com
Janitorial Services
2010-Present

MERCHANT MAINTENANCE-BANK FACILITIES
Lee Gorsuch
Phone: 602-254-3646
Email: lee@mbmonline.com
Janitorial Services
2008-Present

ARIZONA DEPARTMENT OF TRANSPORTATION
Anthony Martinez
928-681-6019
Art Valdez
520-364-4742
Fax 520-364-9701
Janitorial Services
2008-Present

UNION PACIFIC RAILROAD
Multiple Locations-(local and nationwide)
Approximately 10,000 SF
David Croyle
Phone: 512-818-6876
Fax: 512-271-4186
Janitorial Services
2011-Present

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Tanya Fullington
(Name of Individual)

being first duly sworn, deposes and says:

That he is Account Manager
(Title)

of WCD Enterprises, LLC and
(Name of Business)

That he is bidding on **Gila County BID NO. 062512-1 JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY, GLOBE, AZ,** and,

That neither he nor anyone associated with the said Gila County
(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.

WCD Enterprises, LLC
Name of Business

By

Account Manager
Title

Subscribed and sworn to before me this 10 day of AUGUST, 20 12.

Notary Public

My Commission expires:
02/24/2015

OFFICIAL SEAL
WILLIAM F. TURNER
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 24, 2015

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 062512-1, Janitorial Service for Southern Gila County, 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 subcontractor will be identified and approved by the Facilities Manager 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 Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager 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 including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- ☐ It is my intention to subcontract a portion of the work.
- ☑ It is not my intention to subcontract a portion of the work.

WCD Enterprises, LLC
Name of Firm

By: (Signature)

Account Manager
Title

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 delivery of services.

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.

Signature of Authorized Representative

Tanya Fallington

Printed Name

Account Manager

Title

ADDENDUM NO. 1

The following addendum is hereby incorporated into the bid documents for the below stated project:

August 7, 2012

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY
REQUEST FOR PROPOSALS NO. 062512-1

Cleaning Requirements for Gila County Health Department, 5515 S. Apache Avenue.

1. The following will be performed Monday through Friday by the Contractor on a nightly basis:

   a. Floors mopped
   b. Exam Room sinks wiped and sanitized
   c. Exam Room counters wiped and sanitized
   d. Front counter wiped and sanitized

PG. 10 AMENDMENTS

1. Completion of the BIDDER Checklist and Addenda Acknowledgment FORM, page 28 "WAS NOT" included in package.

DATE: Aug 10, 2012

INITIAL:

OFFER AND ACCEPTANCE

TO GILA COUNTY:

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

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

Pursuant to A.R.S. §35-397 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.

Contractor Submitting Proposal:

UCD Enterprises, LLC
Company Name

28150 N. Alma School Pkwy #103-452
Address

Scottsdale AZ 85262
City State Zip

Signature of Person Authorized to Sign

Tanya Fullington
Printed Name

Account Manager
Title

For Clarification of this Offer, Contact:

Name: Tanya Fullington

Title: Account Manager

Phone No.: (480) 570-6135

Fax: (480) 683-0011

Email: tanya.e.garcia@gmail.com

ACCEPTANCE OF OFFER

(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 062512-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 062512-1.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this 18th day of September, 2012

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

WAIVER OF LIABILITY AND RELEASE FORM
BACKGROUND INVESTIGATION AUTHORIZATION

I Tonya E Fullington hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid No.062512-1.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: _____ Date: 8/8/12

Date of Birth: 7/29/1978

WCD ENTERPRISES, LLC
DESERT COMMERCIAL SERVICES
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

TO WHOM IT MAY CONCERN,

DESERT COMMERCIAL SERVICES was established in 2006 to bring quality janitorial services to commercial clients in Arizona. **DESERT COMMERCIAL SERVICES** has expanded its operation into the landscape market. Our landscape division was established in 1984 in Houston and Dallas, Texas. **DESERT COMMERCIAL SERVICES** expanded its janitorial services nationwide in January, 2010 and in July, 2010 we opened satellite offices in Dallas/Ft. Worth, Houston, Oklahoma City, and New Orleans. A corporate program can be established for multiple locations. We are equipped to do the routine duties, as well as requested services needed. **DESERT COMMERCIAL SERVICES** has over 15 years of experience trimming palm trees.

Our company provides service for the entire State of Arizona. We hire our workforce in each location with monthly visits from our Quality Control Managers. The corporation's owners are personally involved in all aspects of daily operations and strive to achieve and enforce proper execution of all contracts with a personal touch. Our operation's manager has over 10 years experience in the janitorial and the landscape service industry. The company carries workmen's compensation, auto/general liability, and a fidelity bond.

DESERT COMMERCIAL SERVICES provides janitorial and landscape services to banks, corporate office buildings, United States Post Offices and many other facilities. Upon request, we can provide a list of our satisfied clients, and references regarding the services we offer. Please feel free to contact us at (480) 415-3416 or (480) 570-6135 or e-mail at wes.dryden@yahoo.com or tanya.e.garcia@gmail.com in closing, we would like to thank you again for your time and consideration.

Best Regards,
WCD ENTERPRISES, LLC

Tanya Garcia Fullington

WCD ENTERPRISES, LLC
DESERT COMMERCIAL SERVICES
28150 N. ALMA SCHOOL PKWY, #103-452
SCOTTSDALE, AZ 85262
480-415-3416 (o) 480-683-0011 (f)
wes.dryden@yahoo.com

COMPANY PROFILE

Desert Commercial Services is a Professional Facility Service Company that was established in 2006 in Phoenix, Arizona. Our company is divided into three service divisions:

- Facilities Maintenance
- Janitorial
- Landscaping & Maintenance

Defined as **Total Facilities Services** these three divisions fulfill through the provision of technology, state of the art chemical and equipment, and the most current innovative accepted best practices as to policies and procedures, the ultimate in service to our clients.

Desert Commercial Services performs Facility Services for many commercial and non-commercial properties.

Desert Commercial Services takes pride in using only Quality products, Professionally skilled workers and utilizes the latest State-Of-The-Art equipment in offering our wide range of Facility Maintenance Services.

Desert Commercial Services, incorporates an on-going Training program and Quality Control program to insure our clients level of expectations are met on a continuous basis.

Desert Commercial Services believes the primary element in the successful performance of contract janitorial service is Management and Supervision. Our field organization structure is designed to maintain a field level response team authorized to address the customers needs without delay or consultation.

The Operation Manager's primary purpose and responsibility is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They maintain client contact and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or Crew Foreman handles front line, on-the-job supervision.

With a collective managerial and operational skills, **Desert Commercial Services** has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients. Our capabilities and wide range of services ensures **Desert Commercial Services** commitment to the provision of "Uncompromising Excellence".

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INSURANCE:

Desert Commercial Services carries comprehensive *Liability Insurance*, to cover bodily injury for each person, each occurrence, and for each property damage. For your own protection and ours, we also carry *Janitorial Bond*. Certificates of insurance will be submitted to you upon request.

PROPOSAL TO PERFORM CUSTODIAL SERVICES:

Desert Commercial Services proposes to perform the custodial services as set forth in the RFP. We have analyzed the specifications and propose the following details. Our company fully intends to maintain and enhance the level of quality and cleanliness that is expected, and which you deserve. We always give ourselves enough lead time to order and deliver the tools, equipment, and supplies which are needed for your facility so that we can be fully operational when our employees report for work. Additional supervision will be in place to assure your satisfaction for a smooth transition of our service into an efficient operation.

PERSONNEL AND SECURITY:

We are an independent contractor, and all personnel employed by our company for your custodial project will be **Desert Commercial Services** contractors. Our contractors are screened for ability and moral character. We will, however, at your request; remove any contractor from the job with whom you are uncomfortable. The work in your facility will always be performed by a permanent contractor of **Desert Commercial Services**. Our contractors will be instructed in your security procedures and will comply with them. Keys that are issued to your facility for our use will be at all times accounted for.

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wes.dryden@yahoo.com

CORPORATE PROFILE

CORPORATE NAME:	WCD Enterprises, LLC
TRADE NAME:	Desert Commercial Services
BUSINESS ADDRESS:	28150 N. Alma School Pkwy #103-452 Scottsdale, AZ 85262 Tel: (480) 415-3416 Fax: (480) 683-0011

BUSINESS IDENTIFICATION NUMBERS:

Federal Identification	77-0700940
General Liability	1,000,000.00
Auto Liability	1,000,000.00
Worker's Comp	100,000/500,000/100,000
Insurance Carrier	American General Insurance

OFFICERS:

C.M. Dryden	President & Office Administrator
W.I. Dryden	Vice President & Sales Director

EQUIPMENT IDENTIFICATION
EQUIPMENT

Honda Pressure Washers
20" Auto-Scrubber
16" Self-Contained Extractor
12" Bagless Bissell Vacuums
12" Upright Vacuums
Backpack Vacuums
120 RPM Buffer (low-speed)
15 Gal Wet Dry Vacuums
Rotor Floor Machine
Ultra High Speed Floor Machine
Microfiber Dust Cloth
Microfiber Dust Mop
Wet/Dry Mop
Backpack Gas Blowers
Commercial Mop Bucket w/ringer
Stadium Brooms
Push Brooms
Angle Brooms
Floor Scrappers & Squeegees
Neutral Floor Cleaner
Restroom Cleaner
Disinfectant
Window Cleaner
Stainless Steel Cleaner

PROJECT START-UP

WCD Enterprises, LLC uses pre-employment.com for background checks required or we submit names to local police agencies where required.

On approval, WCD Enterprises, LLC badges and uniforms are provided to our custodians for easy identification at each site.

Shirts are grey in color with our name printed on back. Personnel wear work shoes and appropriate work pants. If a Day porter is committed to a facility the uniform can conform to our clients requests.

Training will be accomplished through the Operations Manager and Supervisor for the project.

The Operations Manager and Supervisor arrange meetings as required with the facility managers at the location site. We then customize a communication method for the facility. We are on call 24/7.

Equipment and materials to be used at the facility can be inspected and safety inspections will be conducted outside. MSDS manuals will be provided in janitorial closet of the facility and will be placed prior to the start of service.

The exchange of keys and security codes will be set up with the Operations Manager.

Inventory and equipment storage will be accomplished as sites where appropriate on the start day of service.

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Employee Screening Process

WCD Enterprises, LLC uses CDG for security screening and background checks.

The steps taken to screen our cleaners for security are as follows:

1. Employer signs service agreement
2. Applicant signs release form
3. E-verify completed
4. Employer requests consumer report
5. Adverse information obtained and Adverse decision made
6. Applicant is supplied with verbal, written or electronic notification of the adverse action. Name, address, toll-free number of Pre Employ.com, plus a statement Pre-Employ.com did not make the decision
7. Copy of Consumer rights
8. Copy of Consumer report
9. No Adverse information obtained
10. Applicant hired

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Drug Screening Program

WCD Enterprises, LLC pre-employment policy requires all new hires to be tested for Alcohol and Substance abuse prior to employment. This is done at WCD Enterprises, LLC expense.

WCD Enterprises, LLC employees who refuse to submit to the testing and/or have a "positive" test results are automatically excluded from work.

Any person on the job who has a "positive" test result is immediately replaced.

First Aid and CPR Training

WCD Enterprises, LLC provides training for First Aid CPR procedures. Referrals are made to the American Red Cross certification in these procedures, which is done at our cost. The certification requires two days training.

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Insurance

WCD Enterprises, LLC carries comprehensive Liability Insurance, Worker's Compensation, and a Fidelity Janitorial Bond.

Proposal to Perform Custodial Services

WCD Enterprises, LLC will perform the custodial services as set forth in the RFP. We study the specifications and propose our game plan for providing the services required to clean the facility. Our company will maintain and enhance the quality and cleanliness expected.

We provide enough time to order and deliver the equipment and supplies needed for each facility, so when our crew arrives they are ready to proceed with the work to be performed. We seek to have a smooth transition to assure your satisfaction with the services we will be providing.

Personnel and Security

WCD Enterprises, LLC personnel are provided with shirts and picture identification for the facilities we service.

We screen for ability and moral character. If at any time you should feel uncomfortable with our personnel we will remove him/her from the premises and replace with a new cleaner.

The work at your facility will always be performed by a permanent crew of WCD Enterprises, LLC carrying photo I.D. badges. Our personnel will be instructed in your security procedures and will comply with them. Keys that are issued for our use will always be accounted for by the supervisory personnel. WCD Enterprises, LLC is fully insured.

WCD ENTERPRISES, LLC

IS AN EQUAL OPPORTUNITY EMPLOYER

28150 N Alma School Pkwy #103-452*Scottsdale, AZ 85262*
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AZ Workmen's Compensation Laws

General Industrial Safety Order

The occupational Safety and Health Act of 1970 clearly states our common goal of safe and healthful working condition. Safety and health of our personnel is our first consideration in the operation of our business.

Supervisors are required to inspect on the facility on a regular basis. They are responsible in developing an attitude toward safety and health and to ensure all operations are performed with regard to the safety and health of all personnel involved. They are to provide routine inspection reports and attend meetings regarding any issues, which need to be addressed.

Personnel Communication Memo

It is WCD Enterprises, LLC intent to comply with all laws regarding the work areas, so we are attentive to conditions in all work areas that could produce injuries. No personnel is required to work at a job he/she knows is not safe or healthful. We ask our personnel to cooperate in detecting issues and in turn controlling this condition. Personnel are to inform the supervisor immediately of any situation beyond their control to correct. Our supervisor will then explain the product and equipment safety requirement.

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Training Procedures

WCD Enterprises, LLC is an equal opportunity employer compliant with all laws and regulations applicable to the fair employment practices.

Initial Training

A one-week training with WCD Enterprises, LLC will be provided with an on-site supervisor to acquaint you with the everyday routine of janitorial services. Within the one-week training you will be instructed accordingly:

A.	Regular cleaning
B.	Chemicals and the safe use - with a review of MSDS manual
C.	Tools and Equipment in the use and proper maintenance
D.	The importance of restroom cleanliness
E.	The importance of floor care service

At the end of the training period personnel will be assigned to facility location for servicing.

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Quality Control Program

The success to our operation is based on the planning, schedule, monitor, and execution of the work that we do. WCD Enterprises, LLC believes our personnel should be able to perform any and all cleaning area duties assigned to them. The assignments are based on the cleaning frequencies, the type of room, space, or area.

The supervisors are responsible for day-to-day operations. He/she will oversee weekly inspections reports to make sure the job is being accomplished and that the cleaner understands the work level and the quality that is expected.

Monthly inspections are conducted by management to ensure the supervisors are in compliance with the quality control program.

Quality Control Checklist, Work Request Forms, & Critical Incident Reports

WCD Enterprises, LLC has developed a task frequency checklist for supervisory inspections and for monitoring work performance. The forms are amenable for easy binding the reports and rating the crew's performance. Our supervisors and Operations Manager are skilled at developing the forms according to the site requirements. The forms are useful in both quality assurance and investigation of any incident that may occur.

Quality Control and Inspections

Quality Control and inspection checklists are adapted to the facility, which is being serviced.

The inspections are conducted nightly and reviewed to correct areas that need to be adjusted to the specifications of the client. A work order is given to personnel to address those areas. The supervisor is responsible for tracking supplies, restroom supplies and liners, so they are in place without interruption to the client.

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Equipment and Supplies

WCD Enterprises, LLC maintains accounts for equipment and supplies. All chemicals used are OSHA approved. There are multiple products that help us complete the work without potential problems, MSDS manuals are always available for our cleaners.

A list of janitorial equipment and supplies are available to all of our clients. Provided upon request. We can provide GREEN PRODUCTS and time saving devices.

Problem Prevention

WCD Enterprises, LLC seeks to be proactive in preventing problems. Our policy for our personnel is to be thoroughly trained and completely equipped at all times in order for the job to be accomplished safely, effectively, and properly.

We seek to have management and staff in proper attire for cleaning, uniform availability, addresses and phone numbers to be current and available.

Supervisors are required to maintain equipment to be in working order at all times.

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Special Training

To become a trained janitorial worker with the opportunity of supervisory capability, we train them to know the operations of our floor machines, which require special attention and skill in the maintenance and use of the machinery. With the training plan, the personnel will be given hands on training and explanation of the machines. At the end of the training they will be knowledgeable in the use of high-speed floor machines, as well as, carpet machines.

Janitorial Texts

WCD Enterprises, LLC has access to a wide variety of janitorial material for review. We have industry resources at our disposal, which provide daily tips and instructions on proven janitorial supplies, methods, and equipment. Videotapes are available that cover a multitude of topics for routine custodial maintenance, health care sanitation, and clean room training that are expected of janitorial service providers.

Safety Training and Compliance

Safety training begins at the moment personnel is hired and the training program includes how to lift properly, machine usage, and ladder training. Communication is key to our business, as well as the understanding of the MSDS requirements.

WCD Enterprises, LLC takes the necessary steps in training our personnel regarding blood borne pathogens. We have established an Exposure Control Plan for our cleaners, along with the effectiveness of housekeeping procedures that will incorporate a clean and sanitary work environment; to ensure the appropriate personal protective equipment

is used and the training in the use of warning labels and signs, as well as, evacuation and emergency procedures.

WCD Enterprises, LLC subscribes to the semi-monthly SAFETY COMPLIANCE LETTER of the Bureau of Business Practice, Waterford, CT 06386, which provides updated requirements that include rules germane and especially for janitorial services.

A typical safety training class commences with a videotape, demonstrations, and a quiz to assure all personnel are aware of the topic that is being discussed and implemented once training has been completed.

The training sessions vary with the skill level required at the individual job sites. During the training in the various cleaning areas we provide the appropriate skill level for cleaning rooms, hospital sanitation, and bio-hazardous waste. Every six months we meet with our personnel to review the skill levels and make sure it is being adhered to.

WCD Enterprises, LLC utilizes and requires training as a means of promotion within the company to personnel who seek to be in a supervisory position.

WCD Enterprises, LLC trains in the area of Specialized Hazard Control. The hazard control programs contain specialized training requirements. An example of this type of training includes instruction related to blood-borne pathogens and handling of hazardous chemicals.

WCD Enterprises, LLC general safety training includes instruction or guidance, which is of general applicability. This includes office safety, fire safety, and general hazard awareness. The supervisors must ensure that personnel are made aware of these safety measures. Our supervisors are responsible for his/her understanding of the job tasks and related hazards for training our personnel. They are trained to familiarize themselves with the nature of hazards to which personnel who are under their direction and control may be exposed.

PROCESSES

WCD Enterprises, LLC adheres to the following advice from the U.S. Federal Government, U.S. Department of Health & Human Services, Public Health Services, Center for Disease Control regarding Guideline for Hand Washing and Hospital Environmental Control:

As stated in the guideline "Although micro-organisms are a normal contaminant of walls, floors, and other surfaces, these environmental surfaces rarely are associated with transmission of infections to patients or personnel. Therefore, extraordinary attempts to disinfect or sterilize these environmental surfaces are rarely indicated. However, routine cleaning and removal of soil are recommended."

Hospital cleaning is general and scrubbing with the appropriate agents: for surfaces in patient care areas to include regular horizontal surface cleaning, visibly soiled walls, drapes, and blinds are recommended to be cleaned on the visibility basis.

WCD Enterprises, LLC works to make sure the facilities are of neat appearance, as well as the sanitation of any given site. We work toward superior cleaning at the site for clean rooms, operating rooms, control rooms, public rooms, washrooms, offices, corridors, and all other areas.

RESTROOM CARE

Restrooms are one of the most widely used areas in any facility. The impressions people get if the following occurs:

- Unpleasant odors
- Dirty Floors
- Unclean toilets and urinals
- Dirty sinks and mirrors
- Empty soap and paper dispensers

The other consideration is what people can't see—disease and odor-causing bacteria. Restrooms cleanliness and sanitization is a major challenge for the industry.

WCD ENTERPRISES, LLC has in place a professional restroom care system, which deals with the essential aspects of restroom maintenance.

- Floors and Walls
- Sinks, Mirrors, and Fixtures
- Toilets and Urinals
- Hand and Air Care
- Shower

These areas require special attention and care. We have everything needed for cleaning, sanitizing, and freshening.

FLOOR CARE

WCD ENTERPRISES, LLC knows that your floors are the most visible area in your site facility and our goal is to provide the aesthetic appearance you deserve.

Floors are subject to dust, dirt, sand, foot traffic, water, cleaning chemicals, and any form of abuse and wear. WCD ENTERPRISES, LLC provides the following care for floor maintenance.

- Sealing
- Finishing
- Cleaning
- Maintenance
- Stripping
- Buffing

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CARPET CARE

WCD ENTERPRISES, LLC carpet care is designed to improve the condition of every carpet area in your facility. We use professional carpet maintenance products, which work together for the specific carpet cleaning system to produce the best results.

The method in which we care for the cleaning of carpets is:

- Vacuum carpet thoroughly, using the hose vacuum in all corners and hard reach areas.
- Remove stains with a carpet stain remover and hand brush on spotted areas.
- Freeze the gum and ground food deposits, then lift or scrap the loose particle from carpets.
- Pre-spray a fine mist on heavy foot traffic areas
- Brush shampoo with a soft nylon disc carpet brush with rotary type swing machine.
- Hot steam clean – add odor remover or carpet fragrance in to the steam clean solution as needed or if required.
- Wipe all baseboards upon completion.
- Scotch Guard or Fiber Seal a carpet on heavy foot traffic areas upon request.

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WORK QUALITY SPECIFICATIONS

GENERAL

WCD ENTERPRISES, LLC will accomplish the specific tasks for all areas listed in work specifications. The Operations Manager will coordinate with the facility director regarding all aspects of these tasks. Our company will provide all management, planning, supervision, administration, equipment, supplies, and personnel necessary to ensure the tasks are performed in a manner that will maintain a clean and professional appearance.

RESTROOMS

Restrooms will be cleaned and maintained with trash being removed; all surfaces shall be disinfected, no streaks, stains, urinals, partitions, sinks, mirrors, windows, and walls. Vanity shelves shall be clean and dry. Soap, toilet and paper towel dispensers to be well stocked to meet the needs of the client.

GLASS, MIRRORS, WINDOWS, AND LEDGES

All glass, mirrors, windows, and ledges will be clean and free of dust, smudges, soil, or spots. Windows, blinds, cords, and valances will be dust free.

LIGHT FIXTURE COVERS

The covers shall be washed and free of cobwebs, insects, dirt, dust or foreign objects.

WALLS, DOORS, PARTITIONS, DIVIDERS

Wall surfaces will be uniform in appearance and free from grime, gum, dust, streaks, dirt, etc. These shall be removed without obvious discoloring of the wall finish. Restrooms any water stain, film, and smudges will be removed from the surface using a disinfectant deodorizer to ensure sanitary conditions.

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FLOORS, BASEBOARDS, THRESHOLDS

All floor surfaces, baseboard, thresholds shall be cleaned and maintained from scuffmarks, dirt, gum, or any foreign matter. All resilient and hard floors shall be spray-buffed and/or stripped, sealed, and refinished to have a high luster without build-up on floors, baseboards or walls. Grout areas shall be kept free of dirt build-up and will be machine scrubbed and disinfected, where applicable, to promote cleanliness. Stone and Marble floors will be maintained to industry and manufacturer standards.

WOOD SURFACE

All wood surfaces will be free of dirt, spots, film, and dust streaks.

SWEEPING

All floor surfaces and corners will be free of dust, litter, and foreign matter.

MACHINE SCRUB

Upon machine scrubbing, the floor surface will have a uniform appearance and free of streaks, oils, grease, fluids, gum, dirt, detergent residue, or standing water. Any hard to reach areas will be scrubbed with a hand brush to achieve a quality appearance. Once the machine scrubbing is completed all splash marks or mop streaks on furniture, walls, and baseboards will be removed.

STRIP AND SEAL FLOORS

After the completion of the stripping and sealing of the floors all surface areas shall be free of bubbles and uniform in appearance. All wall surfaces shall be free of stripping and sealing solutions.

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CARPETS

General Cleaning: Carpets will be vacuumed, so as to be free from visible litter, soil, dust, and odors. After shampooing or dry-cleaning carpet, it shall be uniform in appearance and free from streaks, stains, gum, discoloration, chemical, or detergent residue. All cleaning solutions will be removed from baseboards, furniture, trash receptacles, and chairs.

Spot Cleaning: All spills, gum, dirt, crusted material will be removed along with spots and stains. Cleaned spots shall blend with the carpet.

MOPPING

Dust Mop: Chairs, trash receptacles, and any other items shall be moved to mop underneath. The floor will have an appearance with no streaks, swirl marks, or evidence of soil, stains, film, debris, or mop strands remaining in the area. A check of the furniture, walls, and baseboards will be done to make sure these areas are free from dust.

Wet/Damp Mop: All accessible areas will be mopped. All easily moved items shall be removed so as to mop underneath. After being mopped there should be no evidence of streaks, swirl marks, detergent residue or evidence of soil, stains, film, or mop strands. A check of furniture, walls, and baseboards will be done to make sure these areas are cleaned.

STAINLESS STEEL, ALUMINUM, BRASS/BRONZE

Surfaces will be free of dirt, grime, gum, debris, or foreign substances and shall have a polished lustrous appearance without any residue visible.

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OFFICE: 480-415-3416 * FAX: 480-683-0011

FIXTURES AND BRIGHT METAL SURFACES

All fixtures will be clean and bright, free of streaks. No obvious dust, gum, trash, dirt, or stains should be visible after cleaning. Drinking fountains and nozzles will be disinfected and free from debris or crust build up. Metal surfaces will have a polished lustrous appearance. No polish residue should be found on walls or floors around these fixtures.

TRASH REMOVAL

All trash receptacles shall be emptied into the designated dumpsters. Trash receptacles will be placed in their initial location. Paper, boxes, cans, etc. that are placed near trash containers and marked **"TRASH"** shall be removed. All trash receptacles will be clean and free of foreign matter and odors. A new and clean liner will be placed in the container and returned to its location.

GUM

Gum will be immediately removed upon detection. All gum removal will be performed leaving no gum mark or residue and in a manner that will prevent any harm to the surface due to the removal of gum.

ENTRANCE MATS

The mats will be vacuumed, swept, or hosed down to remove grit, dirt, soil or foreign matter. The carpet-type entrance mats will be restored to there resilience.

GRAFFITI REMOVAL

Graffiti will be removed immediately upon detection from any areas and surfaces. Its removal will be performed in a way that prevents harm to any surface by scratching and staining.

SERVICING AND POLICING

Police, sweep, and wash exterior areas where necessary to maintain the area to be free of trash, gum, discarded material, and liquids, which may be found during policing.

ADDENDUM NO. 1

The following addendum is hereby incorporated into the bid documents for the below stated project:

August 7, 2012

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY
REQUEST FOR PROPOSALS NO. 062512-1

Cleaning Requirements for Gila County Health Department, 5515 S. Apache Avenue.

1. The following will be performed Monday through Friday by the Contractor on a nightly basis:

    a. Floors mopped
    b. Exam Room sinks wiped and sanitized
    c. Exam Room counters wiped and sanitized
    d. Front counter wiped and sanitized

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-2144 **Consent Agenda Item** **4. I.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: August 2013

Submitted For: Sadie Tomerlin

Submitted By: Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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Information

Subject

Recorder's Office Monthly Report for August 2013

Suggested Motion

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

Attachments

Recorder's Office Monthly Report for August 2013

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF AUGUST 2013

I, Sadie Jo Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees for this month are as set forth in the attached report.

Sadie Jo Tomerlin, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE October 2, 2013

GRANT #

DEPOSIT TO FUND General Fund FUND # 1005/105

REMITTING DEPT Recorder (120)

SERVICE RENDERED August 1 thru August 31, 2013

Account Code	Revenue Description	Amount	
1005.120.3400.99	Recorders Fee's	140.30	06
7145.120.3400.99	Recorders Storage	5386.	50
7146.120.3400.99	Mining Fee's	19.	00
7147.120.3400.99	Computer Storage	745	00
		20180.	56

Authorized Signature Sadie Jo Romero Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	[illegible]
Total	20180.56

TREASURER By [illegible] Date [illegible]

95617

TREASURER
ORIG. OFFICE

Bank Deposit Summary, From 8/1/13 12:00 AM To 8/31/13 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Aug 1, 2013 4:54:33 PM	3092	B	Globe	$456.00
Aug 1, 2013 4:57:29 PM	3093	B	Payson	$30.00
Aug 2, 2013 4:54:07 PM	3094	B	Payson	$69.00
Aug 2, 2013 4:57:15 PM	3095	B	Globe	$201.00
Aug 5, 2013 4:53:54 PM	3096	B	Payson	$25.00
Aug 5, 2013 5:04:21 PM	3097	B	globe	$369.00
Aug 6, 2013 4:56:48 PM	3098	B	Payson	$49.00
Aug 6, 2013 5:01:55 PM	3099	B	Globe	$118.50
Aug 7, 2013 8:15:15 AM	3100	B	Globe	$101.00
Aug 8, 2013 4:52:52 PM	3101	B	Payson	$43.00
Aug 8, 2013 5:01:41 PM	3102	B	Globe	$636.00
Aug 9, 2013 3:41:07 PM	3169	B	Globe correction	$229.00
Aug 9, 2013 4:55:23 PM	3103	B	Payson	$66.00
Aug 12, 2013 4:49:36 PM	3105	B	Payson	$33.00
Aug 12, 2013 5:00:17 PM	3106	B	Globe	$393.00
Aug 13, 2013 4:58:00 PM	3107	B	globe	$282.00
Aug 13, 2013 4:58:04 PM	3108	B	Payson	$90.00
Aug 14, 2013 4:57:08 PM	3109	B	Payson	$83.00
Aug 14, 2013 5:02:12 PM	3110	B	globe	$125.00
Aug 15, 2013 4:54:32 PM	3111	B	Payson	$32.00
Aug 15, 2013 4:58:25 PM	3112	B	globe	$200.00
Aug 16, 2013 4:52:00 PM	3113	B	Payson	$76.00
Aug 16, 2013 4:59:16 PM	3114	B	globe	$628.00
Aug 19, 2013 4:54:55 PM	3115	B	Payson	$66.00
Aug 19, 2013 4:56:19 PM	3116	B	globe	$285.00
Aug 20, 2013 4:52:47 PM	3117	B	Payson	$48.00
Aug 20, 2013 4:54:26 PM	3118	B	globe	$3,107.00
Aug 21, 2013 4:51:25 PM	3119	B	Payson	$43.00
Aug 21, 2013 4:55:21 PM	3120	B	globe	$113.50
Aug 22, 2013 5:03:44 PM	3121	B	GLOBE	$1,472.00
Aug 23, 2013 8:56:00 AM	3146	B	Globe	$378.00
Aug 23, 2013 4:52:46 PM	3122	B	Payson	$56.00
Aug 26, 2013 4:53:39 PM	3124	B	payson	$51.00
Aug 26, 2013 4:54:50 PM	3125	B	Globe	$3,432.00
Aug 27, 2013 4:52:45 PM	3126	B	Payson	$35.00
Aug 27, 2013 4:57:22 PM	3127	B	Globe	$215.00
Aug 28, 2013 4:54:27 PM	3128	B	Globe	$116.00
Aug 28, 2013 4:55:19 PM	3129	B	Payson	$19.00
Aug 29, 2013 5:01:11 PM	3130	B	Globe	$417.00
Aug 30, 2013 4:55:31 PM	3131	B	Globe	$260.00
Aug 30, 2013 4:55:46 PM	3132	B	Payson	$134.00
			Total	$14,582.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$4,623.40	($3,200.00)	$1,423.40
Cash	Cash/Check	$14,582.00	$0.00	$14,582.00
D-1005-120-01-4612-003	Postage(deferred)	$23.00	($22.00)	$1.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$69.00	($66.00)	$3.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$92.00	($88.00)	$4.00
ETransfer	Electronic Transfers	$5,824.00	$0.00	$5,824.00
	Total	$25,213.40	($3,376.00)	$21,837.40
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$176.00	($184.00)	($8.00)
	Total	$176.00	($184.00)	($8.00)
Expense				
	Total	$0.00	$0.00	$0.00
Revenue				
1005-120-01-4612-001	Copies	$0.00	($602.50)	($602.50)
1005-120-01-4612-002	Certified Seal	$0.00	($87.00)	($87.00)
1005-120-01-4612-003	Postage	$0.00	($950.40)	($950.40)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($410.00)	($410.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($78.00)	($78.00)
1005-120-01-4612-012	Overpayment	$0.00	($91.00)	($91.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($57.00)	($57.00)
1005-120-01-4612-023	Recording Fee	$0.00	($12,530.00)	($12,530.00)
1005-120-01-4612-026	Refunds	$0.00	($157.00)	($157.00)
1005-120-01-4612-027	Fax	$0.00	($90.00)	($90.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($5,386.50)	($5,386.50)
7146-120-01-4612	Mining Fees	$0.00	($19.00)	($19.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($76.00)	($76.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($745.00)	($745.00)
eRecording	eRecording	$5,090.00	($5,640.00)	($550.00)
	Total	$5,090.00	($26,919.40)	($21,829.40)
	Total	$30,479.40	($30,479.40)	$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$14,582.00	$0.00	$14,582.00
	Range Total	$14,582.00	$0.00	$14,582.00

GILA COUNTY RECORDER

Report for August 2013

SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	$9,024.00		$9,024.00	
	PAID OUT OF SUSPENSE ACCT		$9,889.40		
	RECORDING FEES	$15,052.90		$15,052.90	
	REFUNDS-EXCESS FEES		$158.00	$0.00	
	INTEREST PD TO ACCT	$0.56	$0.00	$0.56	
Staled Checks		$0.00			
TOTAL 1005 FUNDS		$24,077.46	$10,047.40	$14,030.06	
SECTION II					
	7145 FUND (RECORDER)	$5,386.50	$0.00	$5,386.50	
	7146 FUND (MINING - 80% STATE TREAS)	$76.00	$76.00	$0.00	
	7146 FUND (MINING - 20% RECORDER)	$19.00	$0.00	$19.00	
	7147 FUND (COMPUTER SVCS)	$745.00	$0.00	$745.00	
TOTAL SEC II FUNDS		$6,226.50	$76.00	$6,150.50	
COMBINED TOTALS - TOTAL FEES COLLECTED		$30,303.96	$10,123.40	$20,180.56	

Sadie Tomerlin

Gila County Recorder

New Fiscal Year Form

FY **2013-2014**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
Aug		5,386.50	14,030.06	745.00	19.00	20,180.56
Sept						0.00
Oct						0.00
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	**1,329**	**10,278**	**28,580.51**	**1,618.52**	**23.00**	**40,500.03**
Fiscal Year All Monies		**40,500.03**				

Immediate and Deferred Accounts: ACCU,ADOR-M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,DOCUT,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-ENGINEERING,IMAPP,INDEPTH,Ingeo,IRS,LA001,MHK,NBOA,NBOAC,NDTS-TSG,NewAcct0,NewAcct1,PIONE,PTP2,Public Works Floodplain,RSSI,simplifile,SOUTHWES DIV,Title 1 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($231.00)	$0.00	$0.00	($231.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($82.17)	$46.80	$0.00	($35.37)
ADOT	AZ DEPT OF TRANS	($289.50)	$0.00	$0.00	($289.50)
APS	APS/COPIES	($185.00)	$0.00	$0.00	($185.00)
APSR	APS/RECORDINGS	($18.00)	$0.00	$0.00	($18.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($157.00)	$9.00	$0.00	($148.00)
AWC	ARIZONA WATER COMPANY	($213.00)	$0.00	$0.00	($213.00)
AZDORI	ADOR ACCOUNTS PAYABLE	($1,910.00)	$8.00	$0.00	($1,902.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,050.00)	$0.00	$0.00	($2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
EQUIT	EQUITY SERVICES	($217.00)	$35.00	$0.00	($182.00)
EXCEL	EXCEL DOCUMENT SERVICES	($37.00)	$0.00	$0.00	($37.00)
FARES	CORELOGIC	($116.40)	$95.00	$0.00	($21.40)
FATM	FIRST AMERICAN MICROFICHE	($47.20)	$258.60	($3,000.00)	($2,788.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	($584.00)	$35.00	$0.00	($549.00)
FNDS	LPS APPLIED ANALYTICS	($508.20)	$190.00	$0.00	($318.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$154.50	$0.00	$0.00	$154.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($16.00)	$16.00	$0.00	$0.00
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDEPTH	INDEPTH SOLUTIONS INC	($127.00)	$13.00	$0.00	($114.00)
Ingeo	Ingeo - eRecording	($431.00)	$929.00	($1,482.00)	($984.00)
IRS	INTERNAL REVENUE SERVICE	($74.00)	$176.00	($184.00)	($82.00)
LA001	First American Title Lenders Advantage	($428.50)	$0.00	$0.00	($428.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($877.00)	$0.00	$0.00	($877.00)
NewAcct1	Applied Technology Resources Inc	($100.00)	$0.00	$0.00	($100.00)
PIONE	PIONEER TITLE AGENCY FICHE	($481.00)	$175.00	$0.00	($306.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($4,806.00)	$3,630.00	$0.00	($1,176.00)
RSSI	RECORD SEARCHING SERVICES INC	($84.00)	$112.00	($200.00)	($172.00)
simplifile	Simplifile - eRecording	($828.00)	$4,161.00	($4,158.00)	($825.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,140.20)	$0.00	$0.00	($1,140.20)
Totals		**($16,308.07)**	**$9,889.40**	**($9,024.00)**	**($15,442.67)**

Recordings

Globe	679
Payson	302
E-Recordings	408
Total	1389

DATE	1005	7145	7146	7147	Globe/cash cks	Payson/cash cks	House/Out	House/Into	Refunds	
8/1/2013	$ 546.00	$ 236.00			$ 456.00	$ 30.00	$ 296.00	$ 353.00		
8/2/2013	$449.00	$200.00	$ 5.00		$ 201.00	$69.00	$ 384.00	$ 116.00		
8/5/2013	$601.00	$248.00			$ 369.00	$25.00	$ 455.00	$ 206.00	Robert Parent	$ 16.00
8/6/2013	$371.50	$168.00			$ 118.50	$ 49.00	$ 372.00	$ 305.00		
8/7/2013	$310.00	$140.00			$ 101.00	$0.00	$ 349.00	$ 243.00		
8/8/2013	$601.00	$156.00	$ 10.00		$ 636.00	$43.00	$ 288.00	$ 997.00		
8/9/2013	$537.50	$254.50			$ 229.00	$66.00	$ 494.00	$ 224.00	Desert Schools	$ 10.00
8/12/2013	$581.00	$264.00			$ 393.00	$33.00	$ 419.00	$ -		
8/13/2013	$454.80	$208.00	$ 10.00	$405.00	$ 282.00	$90.00	$ 697.80	$ 444.00		
8/14/2013	$430.00	$164.00			$ 125.00	$83.00	$ 419.00	$ 139.00		
8/15/2013	$403.00	$176.00			$ 200.00	$32.00	$ 347.00	$ 178.00		
8/16/2013	$762.00	$288.00	$ 20.00		$ 628.00	$76.00	$ 366.00	$ 275.00	Robert Parent	$ 8.00
8/19/2013	$424.00	$200.00			$ 285.00	$66.00	$ 321.00	$ 143.00		
8/20/2013	$3,290.00	$292.00	$ 20.00		$ 3,107.00	$48.00	$ 447.00	$ 159.00	Pennell & assoc	$ 71.00
8/21/2013	$274.50	$152.00			$ 113.50	$43.00	$ 222.00	$ 309.00		
8/22/2013	$1,224.00	$692.00	$ 10.00		$ 1,472.00		$ 424.00	$ 108.00	Dennis Rotenberger	$ 24.00
8/23/2013	$ 695.00	$ 276.00	$ 5.00		$ 386.00	$ 56.00	$ 542.00		Interior preference LLC	$ 15.00
8/26/2013	$ 622.60	$ 284.00		$ 340.00	$ 3,432.00	$ 51.00	$ 811.60	$ 3,687.00	BBVA Compass	$ 7.00
8/27/2013	$611	$224.00	$5.00		$ 215.00	$35	$ 542.00	$218.00	Joel Postma	$7.00
8/28/2013	$340.00	$124.00			$116.00	$19.00	$ 329.00	$160.00		
8/29/2013	$691.00	$312.00			$417		$ 586.00	$174.00		
8/30/2013	$834.00	$328.00	$10.00		$260.00	$134.00	$ 778.00	$586.00		
TOTAL	**$ 15,052.90**	**$ 5,386.50**	**$ 95.00**	**$ 745.00**	**$ 13,542.00**	**$ 1,048.00**	**$ 9,889.40**	**$9,024.00**		**$158.00**

ARIZONA STATE TREASURER'S OFFICE
1700 West Washington, Phoenix, Arizona 85007-2812
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: August 2013

Date: 10 / 2 / 2013

Depositor Code # 5393

Prepared By: Kaycee Stratton

Title: Chief Deputy Recorder

Phone #: 928-402-8734

Depositor Name: Gila County Recorder

Address: 1400 E. Ash St.
Globe, AZ 85501

negative amounts are not to be used on this form

(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights – Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF – Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute Resolution Fund	22-281C2; 12-135; 12-284.03A5	
Mining Fees	27-208D	76.00
Child Passenger Restraint	28-907C	
DPS – Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law – Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)	AMOUNT
FINES & FEES (continued)		
DUI, OUI Assessment (public safety equip fund)	5-395.01; 5-396, 7; 28-1381-3; 28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
OTHER FINES & FEES (describe and indicate ARS #)		
TAXES		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
OTHER TAXES (describe and indicate ARS #)		
90/10 REVENUE		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	

TOTAL AMOUNT REMITTED:

By Check

By Cr Advice (Wire)

TOTAL 76.00

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY

ARF-2157 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: Clerk of Court's Report for the Month of September 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 September 2013.

Suggested Motion

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

Attachments

Clerk of Court's Report for the Month of September 2013

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

SEPTEMBER 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

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

Report generated on : 10/3/2013 4:20:07 PM

Criteria : From Date : 9/1/2013 To Date :9/30/2013

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	$10895.34		($11417.63)		($522.29)	$0.00
Agency Name :	**BOND POSTED - THIS COURT**								
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$39916.80				$39916.80	$0.00
Agency Name :	**D.A.R.E. PROGRAM**								
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	$75.00		$100.56		$175.56	$0.00
Agency Name :	**ELECTED OFFICIALS RETIRE. FUND**								
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2443.77		$0.08		$2443.85	$122.19
Agency Name :	**GILA COUNTY TREASURER**								
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$6.77		$2.77		$9.54	$0.48
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$54.15		$22.15		$76.30	$3.82
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$290.00		$100.00		$390.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$55.63				$55.63	$2.78
		ZATT	ATTORNEY FEE REIMBURSEMENT	$145.00		$85.00		$230.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$345.00				$345.00	$17.25

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	ZFEE	BASE FEES (GENERAL FUND)	$5042.08		$0.16		$5042.24	$252.11
		ZFINE	BASE FINES	$2911.59		$885.04		$3796.63	$189.83
		ZCIEF	CHILDREN ISSUES EDUC FUND	$382.86		($49.63)		$333.23	$16.66
		ZCEF	CLEAN ELECTIONS FUND	$373.97		$145.92		$519.89	$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$41.15				$41.15	$2.06
		ZJDET	COUNTY JUV DETENTION	$5.00		$395.04		$400.04	$20.00
		ZCLLF	COUNTY LAW LIBRARY FUND	$2442.26		$0.08		$2442.34	$122.12
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1888.27		$743.31		$2631.58	$131.58
		ZDNAS	DNA STATE SURCHARGE	$222.33		$33.22		$255.55	$12.78
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1043.96		$0.12		$1044.08	$52.20
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$307.68				$307.68	$15.38
		ZDREF	DOMESTIC RELATIONS EDUCATION	$110.70				$110.70	$5.54
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1415.28		$0.05		$1415.33	$70.77
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$890.73		$342.06		$1232.79	$61.64
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$208.67		$0.01		$208.68	$10.43

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	ZDCRT	DRUG COURT FEE FUND	$450.00				$450.00	$22.50
		ZDUIA	DUI ABATEMENT FUND	$140.00		$16.00		$156.00	$7.80
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$381.88				$381.88	$19.09
		ZWITN	EXPERT WITNESS FUND	$900.00				$900.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$381.19		$100.78		$481.97	$24.10
		ZEXJU	EXTRA JUV PROBATION ASMNT	$366.17		$150.00		$516.17	$25.81
		ZFAR2	FARE DELINQUENCY FEE	$99.41				$99.41	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$469.44				$469.44	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$261.70		$102.11		$363.81	$18.19
		ZCC	GEN JURIS CONCILIATION COURT	$1662.55				$1662.55	$83.13
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$5883.43		$482.29		$6365.72	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$980.57		$80.38		$1060.95	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2941.71		$241.15		$3182.86	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1199.66		$0.04		$1199.70	$59.99

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	$2725.24		$0.09		$2725.33	$136.27
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$125.44		$51.50		$176.94	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$232.96		$95.65		$328.61	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40	$5.20		$164.00		$169.20	$8.46
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$20.80		$656.00		$676.80	$33.84
		ZJS	JUVENILE PROBATION SERV FEES	$915.82		$272.13		$1187.95	$59.40
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$519.60		$205.55		$725.15	$36.26
		ZMISC	MISCELLANEOUS FEES	$83.71				$83.71	$4.19
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$19.08		$4.00		$23.08	$1.15
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$8.00		$7.08		$15.08	$0.75
		ZPP	PASSPORT APPLICATION FEES	$1275.00				$1275.00	$63.75
		ZPCOF	PRISON CONSTRUCTION AND	$625.01		$75.00		$700.01	$35.00
		ZPRS6	PROB SURCH 2006	$17.04				$17.04	$0.85
		ZPBA	PROBATION FEE ADULT	$9343.52		$3713.90		$13057.42	$652.87

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	$98.01				$98.01	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$595.00		$25.00		$620.00	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$117.42				$117.42	$5.87
		ZSTAT	STATE TREASURER - GENERAL FUND	$34.01				$34.01	$1.70
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$25.00		$125.00		$150.00	$7.50
		ZGFDU	XTRA DUI ASSMT	$280.00				$280.00	$14.00
		ZPRS9	ZPRS9	$182.95		$73.29		$256.24	$12.81
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			$178.33		$178.33	$8.92
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$143.00				$143.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$12842.42		$1792.42		$14634.84	$0.00
			Total:	**$117865.93**		**$0.00**		**$117865.93**	**$2453.82**

LESS SHADED AREAS: - 58,061.23

59,804.70

HOLD ACCOUNT: + 522. 29

$60,326.99

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 SEPTEMBER, 2013.

Anita Escobedo

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH day of OCTOBER, 2013.

Vicki S. Figueroa

Deputy

ARF-2150 **Consent Agenda Item 4. K.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: Payson Regional Constable's Office Monthly Report for September 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 September 2013

Suggested Motion

Acknowledgment of the September 2013 monthly activity report submitted by Payson Regional Constable's Office

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Attachments

Payson Regional Constable's Office Monthly Report for September 2013

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

September 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

October 1, 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 **September, 2013**, the Payson Regional Constable's Office:

- Received a total of **148** papers for service
- Drove a total of **1010** miles
- Collected a total of **$5,376.00** as follows:

• Check Total	$474.00
• Cash Total	$4,902.00
• Total Deposited	$5,376.00
• Plt-A. Hutton Writ satisfied (Check #2331)	($3,971.00)
• Less Writ Fee (2 @ $5.00/each) Collected (Check #2332/Treasurer's Receipt #98372)	($ 10.00)
• Paid to General Fund (Check #2333/Treasurer's Receipt #98373)	$1,395.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$2,270.00**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

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

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	148	1,010	$1,395.00	$875.00	$2,270.00
OCTOBER					
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	386	3,688	$4,278.00	$2,625.00	$6,903.00

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

CHECK AND CASH RECEIVED FOR MONTH				September	2013
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
9/4/2013	691541	$40.00	Letter	Jennifer Barker	Matt Childress
9/5/2013	691542	$48.00	2013CV565FD	Henry R Vanderbilt	John W Hutchins
9/9/2013	691543	$40.00	2013CV000570	Joy Perez	James M. Richter
9/10/2013	691544/6879	$56.00	GC201300033	State of Arizona	Edna C Thompson
9/10/2013	691545/1123	$160.00	CV2011-00428	Donald B Golder	Michel L Golder
9/10/2013	691546/10532	$64.00	2013CV513-OV	Zions Bank, a National Banking Association, (Porter Law Firm)	Mark R Highstreet II and Patricia Waldron, formerly husband and wife
9/10/2013	691547/10536	$61.00	CV201300155	Zions Bank, a National Banking Association, (Porter Law Firm)	Jeffery Luke Ashby
9/11/2013	691548	$40.00	2013CV000577	Beverly Lerch	Stefawna Welch
9/11/2013	691549	$4,000.00	2013CV130-OV	Allan Hutton	Larry Lee Smith, Jr.
9/11/2013	691550/21685	$48.00	2013CV578FD	Prudential Arizona Realty, Enos Toms	Brandy Stanko & all other occupants
9/12/2013	691551	$48.00	2013CV580-FD	Marlene Erickson	Jon Erickson & Gavin Erickson
9/12/2013	691552	$40.00	2013CV499-OV	Joshua Stauffer	Deanne Goebel
9/16/2013	691553/7782	$77.00	2013CV548FD	Diana L. Baker	Robert Lance Melton
9/16/2013	691554	$40.00	2013CV000589	Pete Kirsch	Gerald Boughton
9/17/2013	691555	$40.00	Letter	Mary Eileen V. Rogers	Alleene R. Bishop
9/17/2013	691556	$96.00	2013CV000591	Richard Houtz	Thomas Sears
9/17/2013	691557	$48.00	2013CV592-FD	Oak Park Partners Attn: Jerold L. Miles	Roberta Joyce White
9/17/2013	691558	$48.00	2013CV593-FD	Oak Park Partners Attn: Jerold L. Miles	Kathryn Haught
9/17/2013	691559	$60.00	2013CV594-SC	Peter Joyce	Reney Weston
9/17/2013	691560	$40.00	2013CV000595	Kaylene Wortman	Shari Taillon
9/19/2013	691561	$40.00	5 Day Notice	Gary & Cheri Sexton	Stephen R Thompson
9/19/2013	691562/10574	$8.00	CV201300155	Zions Bank, a National Banking Association, (Porter Law Firm)	Jeffery Luke Ashby
9/20/2013	691563	$40.00	2013CV000602	Stefawna Welch	Jack Lerch
9/23/2013	691564	$74.00	DO201300341	Susan Marie Bernadette Mesner Waszak	Joseph Waszak
9/25/2013	691565	$40.00	2013CV539-SC	Star Valley Veterinary Clinic, PC	April Bartlett Justin Bartlett
9/25/2013	691566	$40.00	CV201200191	Acuity Insurance Company, a foreign corp (Jack Jumper)	Meryt M Cobos and John Doe Cobos wife and husband
9/30/2013	691567	$40.00	2013CV000614	Kit McGuire	Michael David Dixon
	Total deposit for September 2013	$5,376.00			
	Allan Hutton payment of writ collection ck#2331	$3,971.00			
	Writ Fees Collected for September 2013 10/1/2013 ck#2332	$10.00			
	Adjusted Service Fees Collected for September 2013 10/1/2013 ck#2333	$1,395.00			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

9/1/2013 TO 9/30/2013

Number of Cases	Description
1	5 Day Notice To Vacate (Fee)
3	Injunction Against Harassment (Fee Waived By Ct) (Fee)
7	Injunction Against Harassment (Fee)
2	Letter (Fee)
1	Notice & Summons (Fee)
1	Order To Appear For Supplemental Proceedings (Fee)
3	Subpoena (Fee)
3	Summons & Complaint (Fee)
1	Summons & Complaint for Dissolution of Marriage (Fee)
5	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)
1	Minute Entry
1	Notice Of Hearing
13	Notice To Appear; Petition

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

9/1/2013 TO 9/30/2013

Number of Cases	Description
6	Order Of Protection
1	Order To Show Cause
74	Subpoena
2	Subpoena Trial Reset
17	Summons & Complaint
1	Summons Focible Detainer
3	Trial Subpoena

Total Number of Fee Services	29
Total Number of Non Fee Services	119
Total Number of Services	148

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

9/1/2013 TO 9/30/2013

Date: 10/2/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/4/2013	9/6/2013	Letter	Jennifer Barker	Matt Childress	Matt Childress	$40.00	691541	N/A	0
		Letter	Matt Childress	108 W Main Street Payson, AZ 85541	1100 South Street Globe, AZ 85502	$40.00			1
9/5/2013	9/5/2013	2013CV565FD	Henry R Vanderbilt	John W Hutchins	Posted-front door	$48.00	691542	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	John W Hutchins	702 E Bobb - front house Payson, AZ 85541	702 E Bobb Payson, AZ 85541	$48.00			1
9/9/2013	9/9/2013	2013CV000568	Jessica Bowens	Joyce Roberson	Joyce Roberson	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Joyce Roberson	3584 N Hwy 87 #13 Pine, AZ 85544	100 S Beeline Highway Payson, AZ 85541	$0.00			3
9/9/2013	9/9/2013	2013CV000570	Joy Perez	James M. Richter	James M. Richter	$40.00	691543	Payson Regional Justice Court	0
		Injunction Against Harassment	James M. Richter	369 E. Springdale Drive Star Valley, AZ 85541	369 E. Springdale Drive Star Valley, AZ 85541	$40.00			1
9/10/2013	9/18/2013	2013CV513-OV	Zions Bank, a National Banking Association, c/o Robert S Porter, Esq.	Mark R Highstreet, II	Unserved	$40.00	691545/10532	Payson Regional Justice Court	0
		Summons & Complaint	Mark R Highstreet II and Patricia Waldron, formerly husband and wife	67 E Quail Hollow Drive Payson, AZ 85541		$40.00			4
9/10/2013	9/12/2013	2013CV513-OV	Zions Bank, a National Banking Association, c/o Robert S Porter, Esq.	Patricia Waldron	Unserved	$24.00	691545/10532	Payson Regional Justice Court	0
		Summons & Complaint	Mark R Highstreet II and Patricia Waldron, formerly husband and wife	67 E Quail Hollow Drive Payson, AZ 85541		$24.00			2
9/10/2013	9/12/2013	CV201300155	Zions Bank, a National Banking Association, c/o Robert S Porter, Esq.	Glo-Crazy Lure Company LLC, Valerie A Lubken, Statutory Agent	Valerie A. Lubken	$69.00	691547/10536	Superior Court Gila County	0
		Writ Of Garnishment (Earnings) & Summons	Jeffery Luke Ashby	708 E State Highway 260 Payson, a	708 E. Highway 260, #D Building C-1 Payson, AZ 85541	$69.00			2

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

9/1/2013 TO 9/30/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/10/2013	9/11/2013	CV2011-00428	Donald B Golder	GCSO, Deputy T. Hensley	GCSO Clipboard	$40.00	691545/1123	Superior Court Gila County	0
		Subpoena	Michel L Golder	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$40.00			1
9/10/2013	9/12/2013	CV2011-00428	Donald B Golder	Ronald Speer	Ronald Speer	$96.00	691545/1123	Superior Court Gila County	0
		Subpoena	Michel L Golder	2959 E Greenback Creek Rd Tonto Basin, AZ 85553	Green Back Valley Rd/Picture Mnt Rd Tonto Basin, AZ 85553	$96.00			1
9/10/2013	9/12/2013	CV2011-00428	Donald B Golder	Debora Speer	Unserved	$24.00	691545/1123	Superior Court Gila County	0
		Subpoena	Michel L Golder	2959 E Greenback Creek Rd Tonto Basin, AZ 85553		$24.00			1
9/11/2013	9/11/2013	2013CV000577	Beverly Lerch	Stefawna Welch	Stefawna Welch	$40.00	691548	Payson Regional Justice Court	0
		Injunction Against Harassment	Stefawna Welch	2603 W Nicklaus Drive Payson, AZ 85541	2603 W Nicklaus Drive Payson, AZ 85541	$40.00			1
9/11/2013	9/11/2013	2013CV578FD	Prudential Arizona Realty, Enos Toms	Brandy Stanko	Brandy Stanko	$48.00	691550/21685	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Brandy Stanko	8031 W Stallion Payson, AZ 85541	8031 W Stallion Payson, AZ 85541	$48.00			1
9/12/2013	9/13/2013	2013CV580-FD	Marlene Erickson	Jon Erickson & Gavin Erickson	Posted-front door	$48.00	691551	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Jon Erickson & Gavin Erickson	807 S Pineview Payson, AZ 85541	807 S Pineview Payson, AZ 85541	$48.00			1
9/12/2013	9/16/2013	2013CV499-OV	Joshua Stauffer	Deanne Goebel	Deanne Goebel	$40.00	691552	Payson Justice Court	0
		Summons & Complaint	Deanne Goebel	110 W Main Street Payson, AZ 85541	110 W Main Street Payson, AZ 85541	$40.00			2
9/13/2013		2013CV000583	Tommy Christensen	Damon Carl Koerschner		$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Damon Carl Koerschner	3655 E Highway 260 #10 Star Valley, AZ 85541		$0.00			0
9/16/2013	9/17/2013	2013CV548FD	Diana L. Baker	Robert Lance Melton	Robert Lance Melton	$77.00	691553/7782	Payson Regional Justice Court	0
		Writ Of Restitution	Robert Lance Melton	1001 S Goodfellow Road #16 Payson, AZ 85541	1001 S Goodfellow Road #16 Payson, AZ 85541	$77.00			1
9/16/2013	9/17/2013	2013CV000589	Pete Kirsch	Gerald Boughton	Gerald Boughton	$40.00	691554	Payson Regional Justice Court	0
		Injunction Against Harassment	Gerald Boughton	1100 W Driftwood Drive Payson, AZ 85541	1100 W Driftwood Drive Payson, AZ 85541	$40.00			1
9/17/2013	9/17/2013	Letter	Mary Eileen V. Rogers	Alleene R. Bishop	Unserved	$40.00	691555	N/A	0
		Letter	Alleene R. Bishop	717 W. Frontier Street Payson, AZ 85541		$40.00			1
9/17/2013	9/17/2013	2013CV000591	Richard Houtz	Thomas Sears	Thomas Sears	$96.00	691556	Payson Regional Justice Court	0
		Injunction Against Harassment	Thomas Sears	216 S Ewing Trail Tonto Basin, AZ 85553	216 S Ewing Trail Tonto Basin, AZ 85553	$96.00			1
9/17/2013	9/17/2013	2013CV592-FD	Oak Park Partners Attn: Jerold L. Miles	Roberta Joyce White	Roberta Joyce White	$48.00	691557	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Roberta Joyce White	1304 N. Beeline Highway, #44 Payson, AZ 85541	1304 N. Beeline Highway, #44 Payson, AZ 85541	$48.00			1
9/17/2013	9/17/2013	2013CV593-FD	Oak Park Partners Attn: Jerold L. Miles	Kathryn Haught	Kassie Haught	$48.00		Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Kathryn Haught	1304 N Beeline Highway #37 Payson, AZ 85541	Oaks Trailer Park #37 Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

9/1/2013 TO 9/30/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/17/2013		2013CV594-SC	Peter Joyce	Reney Weston		$60.00	691559	Payson Justice Court	0
		Notice & Summons	Reney Weston	395 S Tatum Blvd Payson, AZ 85541		$60.00			0
9/17/2013	9/17/2013	2013CV000595	Kaylene Wortman	Shari Taillon	Shari Taillon	$40.00	691560	Payson Regional Justice Court	0
		Injunction Against Harassment	Shari Taillon	8198 W Apache Drive Payson, AZ 85541	8198 W Apache Drive Payson, AZ 85541	$40.00			1
9/19/2013	9/19/2013	2013CV000600	David Deburger	Michael D Williams	Michael D Williams	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Michael D Williams	16557 N Highway 87 #31 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
9/19/2013	9/20/2013	5 Day Notice	Gary Sexton	Stephen R Thompson	Stephen R Thompson	$40.00	691561	N/A	0
		5 Day Notice To Vacate	Stephen R Thompson	803 S Ponderosa Street Payson, AZ 85541	132 N Hide Away Lane Payson, AZ 85541	$40.00			2
9/20/2013	9/20/2013	2013CV000602	Stefawna Welch	Jack Lerch	Jack Lerch	$40.00	691563	Payson Regional Justice Court	0
		Injunction Against Harassment	Jack Lerch	2601 W Nicklaus Drive Payson, AZ 85541	2601 W Nicklaus Drive Payson, AZ 85541	$40.00			1
9/23/2013	9/24/2013	DO201300341	Susan Marie Bernadette Mesner Waszak	Joseph Waszak	Joseph Waszak	$74.00	691564	Superior Court Gila County	0
		Summons & Complaint for Dissolution of Marriage	Joseph Waszak	171 N. Lees Way Oxbow Estates Payson, AZ 85541	171 N. Lees Way Oxbow Estates Payson, AZ 85541	$74.00			1
9/25/2013		CV201200191	Acuity Insurance Company, a foreign corp	Meryt M Cobos and John Doe Cobos wife and husband		$40.00	691566	Superior Court Gila County	0
		Order To Appear For Supplemental Proceedings	Meryt M Cobos and John Doe Cobos wife and husband	1015 S Goodfellow Road Payson, AZ 85541		$40.00			0
9/30/2013	9/30/2013	2013CV000614	Kit McGuire	Michael David Dixon	Michael David Dixon	$40.00	691567	Payson Regional Justice Court	0
		Injunction Against Harassment	Michael David Dixon	200 South Arroyo Drive Payson, AZ 85541	200 South Arroyo Drive Payson, AZ 85541	$40.00			1

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED

9/1/2013 TO 9/30/2013

Date: 10/2/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/3/2013	9/3/2013	2013TR012329	State of Arizona	Payson Police Department, Officer Torres	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Gayle Wallace	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/3/2013	9/9/2013	2013CV000560	Spring Stroud	Roy Moore, Jr	Roy Moore, Jr	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Roy Moore, Jr	806 N McLane Payson, AZ 85541	217 W Wade Payson, AZ 85541	$0.00			8
9/3/2013	9/3/2013	DO201300314	Gretchen Joy Smith	Shaun Roi Smith	Shaun Roi Smith	$0.00		Superior Court Gila County	0
		Order Of Protection	Shaun Roi Smith	315 W Corral Payson, AZ 85541	315 W Corral Payson, AZ 85541	$0.00			1
9/4/2013	9/6/2013	2013CR12178	State of Arizona	Brittany Robinette	Brittany Robinette	$0.00		Payson Magistrate Court	0
		Subpoena	Justin Schulz	4759 N Pine Creek Canyon Road Pine, AZ 85544	3854 Highway 87 Pine, AZ 85541	$0.00			3
9/4/2013	9/6/2013	2013CR12179	State of Arizona	Brittany Robinette	Brittany Robinette	$0.00		Payson Magistrate Court	0
		Subpoena	Darnile Rolan	4759 N Pine Creek Canyon Road Pine, AZ 85544	3854 Highway 87 Pine, AZ 85541	$0.00			3
9/4/2013	9/6/2013	2013CR12180	State of Arizona	Brittany Robinette	Brittany Robinette	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	4759 N Pine Creek Canyon Road Pine, AZ 85544	4759 N Pine Creek Canyon Road Pine, AZ 85544	$0.00			3
9/4/2013	9/6/2013	2013CR12178	State of Arizona	David Sanders Rolan	David Sanders Rolan	$0.00		Payson Magistrate Court	0
		Subpoena	Justin Schulz	4759 Pine Creek Canyon Pine, AZ 85544	4759 Pine Creek Canyon Pine, AZ 85544	$0.00			3
9/4/2013	9/6/2013	2013CR12179	State of Arizona	David Sanders Rolan	David Sanders Rolan	$0.00		Payson Magistrate Court	0
		Subpoena	Darnile Rolan	4759 Pine Creek Canyon Pine, AZ 85544	4759 Pine Creek Canyon Pine, AZ 85544	$0.00			3
9/4/2013	9/6/2013	2013CR12180	State of Arizona	David Sanders Rolan	David Sanders Rolan	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	4759 Pine Creek Canyon Pine, AZ 85544	4759 Pine Creek Canyon Pine, AZ 85544	$0.00			3
9/4/2013	9/6/2013	2013CR12178	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Justin Schulz	1215 N Basil Circle Payson, AZ 85541	304 S Meadow Payson, AZ 85541	$0.00			4

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9/4/2013	9/6/2013	2013CR12179	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Darnile Rolan	1215 N Basil Circle Payson, AZ 85541	304 S Meadow Payson, AZ 85541	$0.00			3
9/4/2013	9/6/2013	2013CR12180	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	1215 N Basil Circle Payson, AZ 85541	304 S Meadow Payson, AZ 85541	$0.00			3
9/4/2013	9/6/2013	2013CR12153	State of Arizona	Christina Hale	Christina Hale	$0.00		Payson Magistrate Court	0
		Subpoena	Rachel Connolly	1102 N Bavarian Way Payson, AZ 85541	1102 N Bavarian Way Payson, AZ 85541	$0.00			1
9/4/2013	9/6/2013	2013CR12153	State of Arizona	Christopher Knollhuff	Christopher Knollhuff	$0.00		Payson Magistrate Court	0
		Subpoena	Rachel Connolly	1805 N McLane Road Payson, AZ 85541	1805 N McLane Road Payson, AZ 85541	$0.00			2
9/4/2013	9/6/2013	2013CR012180	State of Arizona	Brittany Robinette	Brittany Robinette	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	4759 N Pine Creek Canyon Road Pine, AZ 85544	3854 Highway 87 Pine, AZ 85541	$0.00			3
9/4/2013	9/6/2013	2013CR012180	State of Arizona	David Sanders Rolan	David Sanders Rolan	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	4759 Pine Creek Canyon Pine, AZ 85544	4759 Pine Creek Canyon Pine, AZ 85544	$0.00			3
9/4/2013	9/6/2013	2013CR012180	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	1215 N Basil Circle Payson, AZ 85541	304 S Meadow Payson, AZ 85541	$0.00			3
9/4/2013	9/5/2013	2013CR012180	State of Arizona	Darnile Rolan	Darnile Rolan	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	1215 N Basil Circle Payson, AZ 85541	72 E Arena Drive Star Valley, AZ 85541	$0.00			2
9/4/2013	9/6/2013	2013CR012180	State of Arizona	Justin Schulz	Justin Schulz	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	1215 N Basil Circle Payson, AZ 85541	72 E. Arena Drive Star Valley, AZ 85541	$0.00			3
9/4/2013	9/5/2013	2013CR012180	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/4/2013	9/4/2013	2013CR012180	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Larry Dwayne Hopson, II	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/4/2013	9/6/2013	2013CR000335	State of Arizona	Coreen Noel	Coreen Noel	$0.00		Payson Justice Court	0
		Summons & Complaint	Coreen Noel	16557 N Highway 87 #28 Payson, AZ 85541	16557 N Highway 87 #28 Payson, AZ 85541	$0.00			3
9/4/2013	9/5/2013	2013CR000336	State of Arizona	Ronald (Ronnie) Ray Sutton	Ronald (Ronnie) Ray Sutton	$0.00		Payson Justice Court	0
		Summons & Complaint	Ronald (Ronnie) Ray Sutton	3933 E Highway 260 #40 Star Valley, AZ 85541	107 E Lone Pine Drive # Payson, AZ 85541	$0.00			4
9/5/2013	9/5/2013	CR2013-228	State of Arizona	Gila County Sheriff's Office, Detention Officer R Duarte	Gila County Sheriff's Office, Detention Officer R Duarte	$0.00		Superior Court Gila County	0
		Subpoena	Gasoa Balas, aka Joshua Balas	1100 S Street Globe, AZ 85502	1100 S Street Globe, AZ 85502	$0.00			1

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9/5/2013	9/5/2013	2013TC012043	State of Arizona	Payson Police Dept, Officer Bogatko	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Charlie Sullivan	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/5/2013	9/5/2013	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
9/5/2013	9/5/2013	2013CR12291	State of Arizona	William S. Scott	William S. Scott	$0.00		Payson Regional Justice Court	0
		Order To Show Cause	William S. Scott	3420 Lakeview Drive Pine, AZ 85541	3420 Lakeview Drive Pine, AZ 85541	$0.00			1
9/5/2013	9/10/2013	2013CV000564	Stephanie Bigelow	Michael D Williams	Michael D Williams	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Michael D Williams	16557 N Highway 87 #31 Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			9
9/5/2013	9/5/2013	2013CV548FD	Diana L. Baker	Robert Lance Melton	Robert Lance Melton	$0.00		Payson Justice Court	0
		Summons Focible Detainer	Robert Lance Melton	1001 S Goodfellow Road #16 Payson, AZ 85541	1001 S Goodfellow Road #16 Payson, AZ 85541	$0.00			1
9/6/2013	9/9/2013	JV2013-00160	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	905 N Easy Street Payson, AZ 85541	905 N Easy Street Payson, AZ 85541	$0.00			1
9/6/2013	9/9/2013	JV2013-00160	State of Arizona	Brooke Varga	Brooke Varga	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	905 N Easy Street Payson, AZ 85541	101 E. Highway 260 Suite B Payson, AZ 85541	$0.00			1
9/6/2013	9/9/2013	JV2013-00159	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	206 N Titel Street Payson, AZ 85541	206 N Titel Street Payson, AZ 85541	$0.00			1
9/6/2013	9/9/2013	JV2013-00159	State of Arizona	Christinna Deason	Christinna Deason	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	206 N Titel Street Payson, AZ 85541	206 N Titel Street Payson, AZ 85541	$0.00			1
9/6/2013	9/9/2013	CR2012-525	State of Arizona	GCSO Dep , M Clark	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/6/2013	9/16/2013	CR2012-525	State of Arizona	Marla Knickrehm	Marla Knickrehm	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	47661 N Highway 288 Young, AZ 85554	47661 N Highway 288 Young, AZ 85554	$0.00			1
9/6/2013	9/17/2013	CR2012-525	State of Arizona	Tijuana Tequila Trotter	Tijuana Tequila Trotter	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	49230 Highway 288 Young, AZ 85554	107 E Bonita #19 Payson, AZ 85541	$0.00			2
9/6/2013	9/15/2013	CR2012-525	State of Arizona	Curtis Mahan	Curtis Mahan	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	PO Box 17 Young, AZ 85554	457 Seeley Drive Young, AZ 85554	$0.00			1
9/6/2013	9/15/2013	CR2012-525	State of Arizona	Sam Smith	Sam Smith	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	457 N. Seeley Road Young, AZ 85554	457 N. Seeley Road Young, AZ 85554	$0.00			1

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9/6/2013	9/15/2013	CR2012-525	State of Arizona	Samuel Condon	Samuel Condon	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	187 W. Hacienda Young, AZ 85554	187 W. Hacienda Young, AZ 85554	$0.00			1
9/10/2013	9/10/2013	2013CR262	State of Arizona	Emma Nelson	Emma Nelson	$0.00		Payson Magistrate 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
9/10/2013	9/11/2013	V0086913/13A&V0087013/13A	Sharon Willis	Darryl Willis	Darryl Willis	$0.00		Family Court of the State of New York County of Livingston	0
		Notice Of Hearing	Darryl Willis	103 W Evergreen Circle Payson, AZ 85541	103 W Evergreen Circle Payson, AZ 85541	$0.00			2
9/11/2013	9/13/2013	CR2011-006240-001	State of Arizona	Michael Lindsey	Michael Lindsey	$0.00		Superior Court of Maricopa County	0
		Subpoena	Bryan Wagner Irwin	6658 N Houston Mesa Rd Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
9/12/2013	9/12/2013	2013CV000571	Jason Ryan Glinzak	Tabatha Lea Glinzak	Tabatha Lea Glinzak	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Tabatha Lea Glinzak	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
9/12/2013	9/13/2013	JV2013-165	State of Arizona	Alutha Skidmore	Alutha Skidmore	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	905 S McLane Road #25 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			3
9/12/2013	9/12/2013	2013TC012060 & 2013CR12301	State of Arizona	Payson Police Dept, Officer Bogatko	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Amanda Baroncini	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/12/2013	9/12/2013	2013TR001837	State of Arizona	Department of Public Safety, Ofc. J.E. Oestmann	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Chelsea Schwanbeck	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
9/12/2013	9/17/2013	2013CR275	State of Arizona	Thomas Sears	Thomas Sears	$0.00		Payson Regional Justice Court	0
		Subpoena	Richard Houtz	216 S Ewing Trail Tonto Basin, AZ 85553	216 S Ewing Trail Tonto Basin, AZ 85553	$0.00			1
9/12/2013	9/12/2013	2013CR275	State of Arizona	GCSO, Dep Chris McGroarty	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Richard Houtz	108 West Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/12/2013	9/24/2013	2013CR12231	State of Arizona	Cody Bahe	Cody Bahe	$0.00		Payson Magistrate Court	0
		Subpoena	Shawn Elliott Bahe	306 E Wade Lane Payson, AZ 85541	306 E Wade Lane Payson, AZ 85541	$0.00			2
9/12/2013	9/18/2013	2013CR12237	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	1107 S McLane Road #13 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			4
9/12/2013	9/18/2013	2013CR12237	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	1107 S McLane Road #13 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			4
9/12/2013	9/16/2013	2013CR12237	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	1107 S McLane Road #6 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			2

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9/12/2013	9/16/2013	2013CR12237	State of Arizona	Cheri Lynn Beecroft	Cheri Lynn Beecroft	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	1107 S McLane Road #6 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			2
9/12/2013	9/20/2013	2013CR12237	State of Arizona	Michelle T. Petitte	Michelle T. Petitte	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	200 W Pecan Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			3
9/12/2013	9/20/2013	2013CR201	State of Arizona	Michelle T. Petitte	Michelle T. Petitte	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	200 W Pecan Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			3
9/12/2013	9/17/2013	2013CR201	State of Arizona	Gene O'Neill	Gene O'Neill	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Goelz	45 Walters Lane #2 Star Valley, AZ 85541	mp 270 Highway 260 Payson, AZ 85541	$0.00			2
9/12/2013	9/24/2013	2013CR204	State of Arizona	Denae Hannah Baker	Denae Hannah Baker	$0.00		Payson Magistrate Court	0
		Subpoena	Albert "Tito" Aldana	60 E. Arena Drive Star Valley, AZ 85541	60 E. Arena Drive Star Valley, AZ 85541	$0.00			2
9/12/2013	9/24/2013	2013CR205	State of Arizona	Denae Hannah Baker	Denae Hannah Baker	$0.00		Payson Magistrate Court	0
		Subpoena	Cesar Sepulveda, Jr.	60 E. Arena Drive Star Valley, AZ 85541	60 E. Arena Drive Star Valley, AZ 85541	$0.00			1
9/12/2013	9/17/2013	2013CV000581	Tanya Orozco Hassler	Enzo Salerno	Enzo Salerno	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Enzo Salerno	1507 W Red Baron Road Payson, AZ 85541	1507 W Red Baron Road Payson, AZ 85541	$0.00			2
9/13/2013	9/17/2013	2013CR273	State of Arizona	GCSO, Dep Chris McGroarty	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Trial Subpoena	Michael Wright	108 West Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/13/2013	9/17/2013	2013CR273	State of Arizona	GCSO, Deputy D. Hornung	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Trial Subpoena	Michael Wright	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/13/2013	9/17/2013	2013CR273	State of Arizona	Dennis James Mason	Lupe Mason	$0.00		Payson Regional Justice Court	0
		Trial Subpoena	Michael Wright	225 W Ruiz Canyon Road Globe, AZ 85501	225 W Ruiz Canyon Road Globe, AZ 85501	$0.00			1
9/13/2013	9/17/2013	2013TR002120	State of Arizona	Kyle Tanner	Don Tanner	$0.00		Payson Justice Court	0
		Summons & Complaint	Kyle Tanner	2610 W Palmer Payson, AZ 85541	2610 W Palmer Payson, AZ 85541	$0.00			2
9/13/2013	9/19/2013	2013CR12153	State of Arizona	Paul Cloudman	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Rachel Connolly	804 S Coeur D'Alene Lane Payson, AZ 85541		$0.00			3
9/13/2013	9/19/2013	2013CR12153	State of Arizona	Deborah Cloudman	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Rachel Connolly	804 S. Coeur D Alene Lane Payson, AZ 85541		$0.00			3
9/13/2013		2013CR12236	State of Arizona	Jeni Lundeen		$0.00		Payson Magistrate Court	0
		Subpoena	Bart Steven Fieseler	200 E Mailbu Drive F2 Payson, AZ 85541		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

9/1/2013 TO 9/30/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/13/2013	10/1/2013	2013CR12236	State of Arizona	Justin Colbe	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Bart Steven Fieseler	7980 North Fuller Drive Payson, AZ 85541		$0.00			4
9/13/2013		2013CR12236	State of Arizona	Kassie Haught		$0.00		Payson Magistrate Court	0
		Subpoena	Bart Steven Fieseler	Oaks Trailer Park #37 Payson, AZ 85541		$0.00			0
9/17/2013	9/24/2013	2013UD12003	Town of Payson	Elsie Steward	Michael King Fisher	$0.00		Payson Magistrate Court	0
		Minute Entry	Elsie Steward	217 W. Saddle Lane Payson, AZ 85541	217 W. Saddle Lane Payson, AZ 85541	$0.00			5
9/17/2013	9/17/2013	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
9/17/2013	9/17/2013	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
9/17/2013	9/17/2013	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
9/19/2013	10/1/2013	2013CR000364	State of Arizona	[redacted] minor	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	[redacted] minor	502 E Dealers Choice Lane Star Valley, AZ 85541		$0.00			4
9/20/2013	9/20/2013	2013CV000601	Samuel Cristenson	Amber Elizabeth Cristenson	Amber Elizabeth Cristenson	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Amber Elizabeth Cristenson	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
9/20/2013	9/24/2013	2013TR001837	State of Arizona	Department of Public Safety, Ofc. J.E. Oestmann	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Chelsea Schwanbeck	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
9/20/2013	9/23/2013	CR2012-525	State of Arizona	Jake Young	Jake Young	$0.00		Superior Court Gila County	0
		Subpoena	Timothy John Melchisedech	Pleasant Valley Tire Shop Young, AZ 85554	136 Whiskey Alley Young, AZ 85554	$0.00			1
9/23/2013	9/24/2013	2013CR012317	State of Arizona	Mark Medlock	Mark Medlock	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Mark Medlock	806 S Coeur D Alene Lane Payson, AZ 85541	806 S Coeur D Alene Lane Payson, AZ 85541	$0.00			1
9/25/2013	9/30/2013	2013TC012045	State of Arizona	Payson Police Dept, Officer Bogatko	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Nicholas Welch	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/25/2013	9/30/2013	2013TR1867/2013TR1470	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Matthew Moore	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/25/2013	10/1/2013	JV2013-145	State of Arizona	Aubrie Johnson	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	[redacted] minor	1103 S Sequoia Circle Payson, AZ 85541		$0.00			2

ITEMIZED SERVICES by DATE RECEIVED

9/1/2013 TO 9/30/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/25/2013	9/30/2013	JV2013-145	State of Arizona	Leo Birchmeir	Leo Birchmeir	$0.00		Superior Court Gila County	0
		Subpoena	minor	605 N Blue Spruce Road Payson, AZ 85541	400 W Longhorn Payson, AZ 85541	$0.00			1
9/25/2013	9/30/2013	JV2013-145	State of Arizona	Kevin Medina	Kevin Medina	$0.00		Superior Court Gila County	0
		Subpoena	minor	805 W. Longhorn Road, #4 Payson, AZ 85541	306 E Wade Payson, AZ 85541	$0.00			1
9/25/2013	9/30/2013	JV2013-145	State of Arizona	Catalina Schnepp	Catalina Schnepp	$0.00		Superior Court Gila County	0
		Subpoena	minor	311 S McLane #206 Payson, AZ 85544	311 S McLane #206 Payson, AZ 85544	$0.00			1
9/25/2013	9/30/2013	JV2013-145	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	minor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/26/2013	9/30/2013	2013TR002032	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Jesse Powers	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/26/2013	9/30/2013	2013UD012005	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	Christina Marie Beery	303 N. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
9/26/2013	9/30/2013	2013TR001869	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Anthony Mauceli	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/26/2013	9/30/2013	2013TR012376	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Mark Gindlesperger	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/27/2013	9/30/2013	2013TC012043	State of Arizona	Payson Police Dept, Officer Bogatko	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena Trial Reset	Charlie Sullivan	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
9/30/2013		JV2013-175	State of Arizona	minor		$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	5065 N Willow Drive Payson, AZ 85541		$0.00			0
9/30/2013		JV2013-175	State of Arizona	Flynn Carr		$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	5065 N Willow Drive Payson, AZ 85541		$0.00			0
9/30/2013	9/30/2013	JV2013-173	State of Arizona	minor	minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	910 W Saddle Lane Payson, AZ 85541	910 W Saddle Lane Payson, AZ 85541	$0.00			1
9/30/2013	9/30/2013	JV2013-173	State of Arizona	Joshua Lopac	Joshua Lopac	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	910 W Saddle Lane Payson, AZ 85541	715 N Beeline Highway Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

9/1/2013 TO 9/30/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/30/2013		JV2013-178	State of Arizona	[redacted] minor		$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	300 W Bonita Street #2 Payson, AZ 85541		$0.00			0
9/30/2013		JV2013-178	State of Arizona	Levi Camp		$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	300 W Bonita Street #2 Payson, AZ 85541		$0.00			0
9/30/2013	10/1/2013	JV2013-177	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	8278 W Fossil Creek Road Pine, AZ 85544	8278 W Fossil Creek Road Pine, AZ 85544	$0.00			2
9/30/2013	10/1/2013	JV2013-177	State of Arizona	Susan Chester	Susan Chester	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	8278 W Fossil Creek Road Pine, AZ 85544	8278 W Fossil Creek Road Pine, AZ 85544	$0.00			1
9/30/2013		2013TC012072	State of Arizona	Jodi Gilbert		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jodi Gilbert	2803 E Goldenrod Circle Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012065	State of Arizona	Cody Slatcher		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Cody Slatcher	404 S Tonto Street Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012064	State of Arizona	Terrence Southard		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Terrence Southard	600 E McKamey Street Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012062	State of Arizona	Julie Walker		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Julie Walker	605 S Hill Street Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012063	State of Arizona	Cassandra Stotts		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Cassandra Stotts	312 E Airline Blvd Apt B Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012074	State of Arizona	Scott Coy		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Scott Coy	1000 N Beeline Highway #166 Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012073	State of Arizona	Sari Friend		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Sari Friend	96 N Starlight Drive Star Valley, AZ 85541		$0.00			0
9/30/2013		2013TC012071	State of Arizona	Brittney Hetherington		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Brittney Hetherington	1304 N Beeline Highway Trailer 77 Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012070	State of Arizona	Carole Susanne Hargrove		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Carole Susanne Hargrove	204 N Bronco Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012069	State of Arizona	Whittney Gilbert		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Whittney Gilbert	213 W Bonita Apt #4 Payson, AZ 85541		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

9/1/2013 TO 9/30/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
9/30/2013		2013TC012068	State of Arizona	Jessica McHenry		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jessica McHenry	1107 E Frontier #3 Payson, AZ 85541		$0.00			0
9/30/2013		2013TC012067	State of Arizona	Robert Picking		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Robert Picking	207 E Pecan Street Payson, AZ 85541		$0.00			0
9/30/2013	10/1/2013	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
9/30/2013		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
9/30/2013	9/30/2013	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
9/30/2013	9/30/2013	2013CR304	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/30/2013	9/30/2013	2013CR304	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
9/30/2013		2013CR304	State of Arizona	GCSO Sgt. Virgil Dodd		$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	GCSO, 1100 South Street Globe, AZ 85501		$0.00			0
9/30/2013		2013CR304	State of Arizona	Michael D Williams		$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	16557 N Highway 87 #31 Payson, AZ 85541		$0.00			0
9/30/2013		2013CR304	State of Arizona	Oral Deburger		$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	16557 N Highway 87 #27 Payson, AZ 85541		$0.00			0
9/30/2013		2013CR304	State of Arizona	Stephanie Bigelow		$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	16557 N Highway 87 #27 Payson, AZ 85541		$0.00			0
9/30/2013		2013CR304	State of Arizona	Chrystal Estes		$0.00		Payson Regional Justice Court	0
		Subpoena	David Deburger	16557 N Highway 87 #27 Payson, AZ 85541		$0.00			0

MILEAGE FOR THE MONTH September 2013

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
9/3	82			
9/4	51			
9/5	135			
9/6	96			
9/9	100			
9/10	35			
9/11	40			
9/12	120			
9/17	168			
9/24	86			
9/30	97			
DAYS	**1010**		**0**	

Total Miles Driven By The Constable's Office **1010** **September 2013**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 10/1/13

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics Standards & Treasurers Board Writ Fees Collected

Account Code	Revenue Description	Amount	
T91602061	CESTB - Writ Fee Collected	10	00
	September 2013		
	2 @ 5.00		
	Ck # 2332		
		10	00

Authorized Signature 3220 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER 98372

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2332
91-527/1221 6128
0703680454

DATE 10/1/13

PAY TO THE ORDER OF Gila County Treasurer $ 10.00

Ten & NO 100'S DOLLARS

WELLS FARGO Wells Fargo Bank, N.A. Arizona wellsfargo.com

FOR Writ Fees - September 3220 MP

⑈0000002332⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE _____

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees collected - September 2013

Account Code	Revenue Description	Amount
1005.324.3405.80	Service fees collected	~~1395.00~~
	9/1/13 thru 9/30/13	1395.00
		~~1395.00~~
		1395.00

Authorized Signature 3230 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98373

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2333
91-527/1221 6128
0703680454

DATE 10/1/13

PAY TO THE ORDER OF Gila County Treasurer $ 1,395.00

One thousand three hundred Ninty-five & NO/100's DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service fees - September 3230

⑈000002333⑈ ⑆122105278⑆ 0703680454⑈

ARF-2156 **Consent Agenda Item 4. L.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: Payson Regional Justice of the Peace's Office Monthly Report for September 2013

Submitted For: Dorothy Little **Submitted By:** Dorothy Little, Justice of the Peace-Payson Region, Superior Court

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Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for September 2013

Suggested Motion

Acknowledgment of the September 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

Reports September 2013

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

SEPTEMBER, 2013 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	$ 55.03	$ 2.75	$ 52.28
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	$ 81.36		$ 81.36
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		$ 11.87	$ 0.59	$ 11.28
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		$ 0.63	$ 0.03	$ 0.60
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	$ 1,211.80		$ 1,211.80
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	$ 5,694.29	$ 284.71	$ 5,409.58
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	$ 3,080.00	$ 154.00	$ 2,926.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	$ 737.61	$ 36.88	$ 700.73
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	$ 411.61	$ 20.58	$ 391.03
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	$ 878.62	$ 43.93	$ 834.69
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	$ 10,958.24	$ 547.91	$ 10,410.33
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	$ 847.91	$ 42.40	$ 805.51
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	$ 136.41	$ 6.82	$ 129.59
Extra DUI Assessment $500	ZGFDU	0912000-000-000-2061-00	T912-2061	$ 1,330.24	$ 66.51	$ 1,263.73
Judicial Collection Enhancement $7	ZJCL	4741000-314-000-3400-15	X36001314004615	$ 412.43		$ 412.43
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	$ 183.05	$ 9.15	$ 173.90
Judicial Collection Enhancement $13	ZJCS	0818000-000-000-2061-00	T818-2061	$ 635.93		$ 635.93
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	$ 419.46	$ 20.97	$ 398.49
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	$ 815.23		$ 815.23
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	$ 945.49	$ 47.27	$ 898.22
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	$ 1,575.02	$ 78.75	$ 1,496.27
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		$ 1,410.38	$ 70.52	$ 1,339.86
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		$ 176.30	$ 8.82	$ 167.48
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		$ 8.13	$ 0.41	$ 7.72
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		$ 122.06	$ 6.10	$ 115.96
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		$ 564.63	$ 28.23	$ 536.40
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		$ -	$ -	$ -
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		$ 2.19	$ 0.11	$ 2.08
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		$ 8.18	$ 0.41	$ 7.77
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	$ 3.08	$ 0.15	$ 2.93
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	$ 90.00	$ 4.50	$ 85.50
Probation Surcharge 2006 ($10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	$ 26.94	$ 1.35	$ 25.59
Probation Surcharge 2009 ($20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	$ 3,584.10	$ 179.21	$ 3,404.89
Probation Surcharge $5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	$ 3.99	$ 0.20	$ 3.79
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	$ 202.00	$ 10.10	$ 191.90
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	$ 1,176.78		$ 1,176.78
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	$ 784.51		$ 784.51
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		$ -	$ -	$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 107.10	$ 5.36	$ 101.74
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 805.66	$ 40.28	$ 765.38
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 12.50	$ 0.63	$ 11.87
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,224.94		$ 1,224.94
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 608.60		$ 608.60
Game and Fish - Wildlife	ZGF		STATE	$ 123.50	$ 6.18	$ 117.32
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 1,910.38	$ 95.52	$ 1,814.86
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 12.77	$ 0.64	$ 12.13
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 50.00		$ 50.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 109.16	$ 5.46	$ 103.70
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				**$ 43,550.11**	**$ 1,827.43**	**$ 41,722.68**
			TOTAL ADJUSTED BALANCE VERIFICATION			**$ 41,722.68**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/1/13	4979	**$ 38,739.57**	GILA COUNTY TREASURER
	4980	**$ 4,656.84**	ARIZONA STATE TREASURER
	4981	**$ 50.00**	GILA COUNTY BAD CHECK PROGRAM
	4982	**$ 103.70**	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY POLICE SUSPENDED PLATES AND HURF
		$ 43,550.11	**TOTAL DISTRIBUTIONS THIS MONTH**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2013.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2013

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	88	5	120	213
Filed	11	2	12	25
Transferred In	0	0	0	0
SUBTOTAL	99	7	132	238
Transferred Out	0	0	0	0
Other Terminations	12	1	8	21
TOTAL TERMINATIONS	12	1	8	21
Statistical Correction	0	0	0	0
Pending End of Month	87	6	124	217

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
163	0	0	163	0	3	3	0	160

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
344	265	0	609	0	14	223	237	0	372

Civil Traffic Hearings Held: 3

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed 59 Trans In 0 TOTAL 59

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2013

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	458	29	0	**487**	0	38	38	*0*	**449**
Failure to Appear (Non-Traffic)	49	0	0	**49**	0	0	0	*0*	**49**
TOTAL	507	29	0	**536**	0	38	38	0	**498**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **2** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
25	**9**	**0**	34	**0**	**8**	8	0	**26**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **104**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: September 2013

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer/ Eviction Action (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	51	19	233	303
Filed	4	8	22	34
Transferred In	0	0	0	0
SUBTOTAL	55	27	255	337
Transferred Out	0	0	0	0
Other Terminations	2	7	36	45
TOTAL TERMINATIONS	2	7	36	45
Statistical Correction	0	0	0	0
Pending End of Month	53	20	219	292

Small Claims Hearings Held/Defaults: 1

Civil Court Trials Held: 11

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	11	10	1	11
Harassment	15	12	3	15

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 7

Injunction Against: 9

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 0

Juvenile Hearings Held: 0

Search Warrants Issued: 12

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: September 2013

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**142**
Serious Violations	**9**
All Other Violations	**471**
TRAFFIC TOTAL	**622**

CRIMINAL WARRANTS OUTSTANDING

Felony	**130**
Misdemeanor	**696**
CRIMINAL TOTAL	**826**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little

Name of Preparer

10-9-13

Date of Preparation

ARF-2162 **Consent Agenda Item** **4. M.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: Globe Regional Justice Court Monthly Report for September 2013

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice Court Monthly Report for September 2013

Suggested Motion

Acknowledgment of the September 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice Court Report for 09/13

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: September, 2013

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	$ 5,489.32
RECEIVED DURING THE MONTH	$10,206.60
DISBURSED DURING THE MONTH	$10,482.67
BALANCE AT THE END OF THE MONTH	$ 5,213.25

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.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

SEPTEMBER, 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	$ 11.38	$ 0.57	$ 10.81
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 483.96	$ 24.20	$ 459.76
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 50.00	$ 2.50	$ 47.50
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,379.61		$ 2,379.61
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,783.51		$ 1,783.51
Game and Fish - Wildlife	ZGF		STATE	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		STATE	$ 2,349.11	$ 117.46	$ 2,231.65
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	$ 3.94	$ 0.20	$ 3.74
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 650.00	$ 32.50	$ 617.50
Alternative Dispute Resolution	ZADR		T848-2061	$ 54.95	$ 2.75	$ 52.20
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ 47.50	$ 2.38	$ 45.12
Confidential Address Assessment - Local	ZCAA2			$ 2.50	$ 0.13	$ 2.37
Citizens Clean Elections	ZCEF		T888-2061	$ 1,405.84		$ 1,405.84
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 6,966.63	$ 348.34	$ 6,618.29
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,470.00	$ 73.50	$ 1,396.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 836.05	$ 41.81	$ 794.24
DUI Abatement	ZDUIA		T889-2061	$ 50.00	$ 2.50	$ 47.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 410.92	$ 20.55	$ 390.37
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 24.63	$ 1.24	$ 23.39
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,111.82	$ 55.60	$ 1,056.22
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 14,511.21	$ 725.57	$ 13,785.64
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 983.99	$ 49.20	$ 934.79
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 800.83	$ 40.05	$ 760.78
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	$ 712.38		$ 712.38
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 182.83	$ 9.15	$ 173.68
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,321.86		$ 1,321.86
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 418.57	$ 20.93	$ 397.64
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,083.39		$ 1,083.39
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 52.39	$ 2.62	$ 49.77
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 70.75		$ 70.75
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 47.16		$ 47.16
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 496.80	$ 24.84	$ 471.96
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 506.91	$ 25.35	$ 481.56
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 1,919.48	$ 95.98	$ 1,823.50
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,035.56	$ 101.78	$ 1,933.78
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 254.40	$ 12.72	$ 241.68
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 62.84	$ 3.15	$ 59.69
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 53.01	$ 2.66	$ 50.35
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 881.16	$ 44.06	$ 837.10
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 13.23	$ 0.67	$ 12.56
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	$ 3.85	$ 0.20	$ 3.65
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	$ 3.68	$ 0.19	$ 3.49
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	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26			$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 65.96	$ 3.30	$ 62.66
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 185.94	$ 9.30	$ 176.64
Prison Construction Fund	ZPCOF		T908-2061	$ 3,099.76	$ 154.99	$ 2,944.77
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 87.78	$ 4.39	$ 83.39
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,226.67	$ 261.33	$ 4,965.34
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 46.01	$ 2.31	$ 43.70
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 123.53		$ 123.53
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,704.27		$ 2,704.27
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,802.84		$ 1,802.84
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

SEPTEMBER, 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	$ 80.44	$ 4.03	$ 76.41
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	$ 50.00	$ 2.50	$ 47.50
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 59,981.83	$ 2,327.50	$ 57,654.33
			TOTAL ADJUSTED BALANCE VERIFICATION			$ 57,654.33
					TOTAL RESTITUTION RECEIVED	$ 1,627.70
					TOTAL RECEIPTS THIS MONTH	$ 61,609.53

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/7/2013	7638	$ 7,534.08	ARIZONA STATE TREASURER
10/7/2013	7639	$ 52,400.25	GILA COUNTY TREASURER
10/7/2013	7640	$ 47.50	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 59,981.83	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 SEPTEMBER, 2013.

Justice of the Peace

Subscribed and Sworn to before me this 10th **day of** October**, 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

ARF-2134 **Consent Agenda Item 4. N.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: 9/17/13, 9/24/13, 9/27/13, 10/1/13, & 10/8/13

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 17, 2013, September 24, 2013, September 27, 2013, October 1, 2013, and October 8, 2013, Board of Supervisors meeting minutes; and October 1, 2013, and October 8, 2013, Board of Equalization meeting minutes.

Suggested Motion

Approval of the September 17, 2013, September 24, 2013, September 27, 2013, October 1, 2013, and October 8, 2013, Board of Supervisors meeting minutes; and October 1, 2013, and October 8, 2013, Board of Equalization meeting minutes.

Attachments

BOS 9-17-13 Meeting Minutes

BOS 9-24-13 Meeting Minutes

BOS 9-27-13 Meeting Minutes

BOS 10-1-13 Meeting Minutes

BOS 10-8-13 Meeting Minutes

BOE 10-1-13 Meeting Minutes

BOE 10-8-13 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: September 17, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard Clerk of the Board
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don 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 – 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. John Marcanti led the Pledge of Allegiance and Reverend Steve De Santo of the Shepherd of the Pines Lutheran Church in Payson delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Proclamation No. 2013-06 to proclaim September 24, 2013, as National Voter Registration Day in Gila County and to encourage all citizens to register to vote.

Sadie Tomerlin, Gila County Recorder, stated that this request is being presented to county boards of supervisors in Arizona and throughout the nation in an effort to reach potential voters who otherwise would not be reached. Ms. Tomerlin provided the statistic that in 2008; 6 million Americans did not vote because these citizens missed the deadline or did not know how to register to vote. It is the recommendation of the Recorder that the Board of Supervisors adopt this proclamation to assist Gila County citizens with registering to vote and to help bring awareness to the importance of voting. Chairman Pastor inquired as to the activities that have been planned to support this effort to which Ms. Tomerlin replied that staff of the City of Globe and the Town of Payson will be working with the Recorder's Office staff to provide refreshments and assist citizens with voter registration, either online or

on paper. Vice-Chairman Martin asked if the media will be notified. Ms. Tomerlin replied that the media will be informed later this week. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2013-06 to proclaim September 24, 2013, as National Voter Registration Day in Gila County and to encourage all citizens to register to vote. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 082213 - Aggregate Hauling to Forest Road 512, Young, Arizona.

Jeff Hessenius, Finance Division Director, stated that on August 19, 2013, the Board approved entering into Project Agreement 13-RO-11031200-018 with the United States Department of Agriculture (USDA), Forest Service, Tonto National Forest for aggregate resurfacing of Forest Road 512 (Young Road.) It is the recommendation of the Finance Director that the Board authorize the advertisement of the above stated invitation for bids for two consecutive weeks in the Arizona Silver Belt.

Chairman Pastor asked for clarification that this bid invitation is exclusively to "haul" the aggregate material and not to resurface the roadway. Mr. Hessenius affirmed that was correct. Chairman Pastor also wanted to know if this project included resurfacing the entire Young Road. Steve Stratton, Public Works Division Director, explained that the project includes approximately 4.5 miles of the road; however, it will not cover the entire road due to a reduction in the amount of funding provided for this project by the federal government. Mr. Stratton further stated that the cost of aggregate at the time the project begins will also determine the tons of aggregate that will be hauled to resurface the road. Additionally, the project will commence at the top of Highway 260 approximately at the Gila/Coconino County borderline and will move downwards towards Young.

C. Information/Discussion/Action to submit comments to the U.S. Fish and Wildlife Service regarding the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (Canis lupus baileyi), and the implementation of a Management Plan.

Jacque Griffin, Assistant County Manager/Librarian, advised that there are several components with regard to submitting comments to the U.S. Fish and Wildlife Service (USFWS) which pertain to Mexican wolves. Today's agenda item is for the Board of Supervisors to approve submitting comments to the USFWS on two issues relating to the Mexican wolf under the Endangered Species Act (ESA), which must be submitted no later than September 19, 2013. She advised that there is another public comment period which ends October 28, 2013, for the purpose of submitting comments on delisting the gray wolf

and identifying the Mexican wolf as a separate species, and modifying the ESA Section 10(j) rule. She proceeded to review the comments that will be submitted today, if approved by the Board of Supervisors. Ms. Griffin further advised that the Board of Supervisors needs to stay informed and involved in every step of this Draft Environmental Impact Statement process because at least 2 of the 5 proposed alternatives include adding wolf release sites within Gila County.

Chairman Pastor advised that 3 public participation forms were submitted with regard to this agenda item. He called on Shawn McEwen.

Shawn McEwen of Young, Arizona outlined his concerns and stated that he is very much opposed to any introduction of wolves to the Young area because of the negative impact on hunting, ranching, and other industries. Chairman Pastor replied that the Board is listening to public comments and is working toward an equitable agreement and further stated that additional public meetings will be held for further discussion on this issue. Vice-Chairman Martin was in agreement with the concerns and stated, "At this stage of the game, the question is not, 'Are we going to have wolves or aren't we going to have wolves?' What we are weighing into is how we would have wolves." She emphasized that it is important to submit comments to include a statement that the County would like to have the ESA Section 10(j) rule kept in place in order to manage the wolves. She further added that the Board needs to weigh in on the procedural, process and structural side of this issue. Supervisor Marcanti confirmed that Mr. McEwen is on the Young mailing list and will be receiving a letter regarding this issue. He further stated that the USFWS.S. Fish and Wildlife Service has spent $1,200,000 on this project since 1994; therefore, it is unlikely that the federal government will waiver from continuing with this project.

Chairman Pastor invited the next public comment speaker, John Schafer of Young, Arizona to the podium to address the Board. Mr. Schafer stated that the wolf in question here is a mix of "half wolf/half dog." He explained that his sister lives in Reserve, New Mexico where the wolves were first introduced and that he and his sister both know of people who have lost cattle by way of these wolves with no reimbursement being provided by the federal government. Additionally, he stated that the children that live there in Reserve have to wait for school buses in cages. Children that live in Glenwood, New Mexico had to stay in at recess time because of the wolves "lurking around." Mr. Schafer stated that he subscribes to the New Mexico Stockman magazine and in this month's issue there was an article about a coalition of counties in Arizona and New Mexico that are expressing concerns that this "project is a failure." In the same article it stated that 176 sheep were killed on a ranch in Idaho from one raid of wolves and, yet again the federal government did not provide any reimbursement to the owners of the sheep.

Chairman Pastor thanked Mr. Schafer for his comments and advised that this is an "ongoing" project for the County and that Vice-Chairman Martin and Ms. Griffin are very much involved in the effort to voice the concerns of the County as well as keeping the Board apprised of the situation with regard to the release of the Mexican wolf into Gila County.

Supervisor Marcanti commented that the above mentioned letter states that there are 110 animals in population. He then inquired as to whether or not the number of animals listed on page four, under the heading, "Mexican Wolf Recovery Plan deficiency" of the letter to the USFWS is the total number of wolves in population at present or the total number that are going to be released into Arizona and New Mexico. Vice-Chairman Martin replied that the number of wolves believed to be in population is 100 and that number satisfies the original release number. She added that the USFWS will not divulge the exact number of wolves planned to be released into the County despite the County's attempts to get an answer regarding the number to be released in the future to achieve a stable population of the Mexican wolf. Ms. Griffin added that there are 250 wolves in captive breeding sites that could possibly be released into New Mexico and Arizona.

Chairman Pastor called on the third speaker in the audience, Jane Haynes of Payson, Arizona who expressed concerns regarding the Elk's Youth Camp at Workman's Creek near Young, Arizona. She stated that there are many children that attend the camp from May to June and she was opposed to releasing Mexican wolves near this area where there are children. Ms. Griffin stated that there will be a final draft Environmental Impact Statement released in approximately January or February of 2014, and that further public meetings are scheduled regarding this issue. She stated that the County has only seen chapters one and two of the proposed Management Plan, and that the County is trying to keep abreast of the situation. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the submission of written comments to the U.S. Fish and Wildlife Service regarding the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (Canis lupus baileyi), and the implementation of a Management Plan.

D. Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County and the Town of Payson for an economic development grant in an amount not to exceed $43,400 to fund various community events, and to fund an economic development plan and program which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County.

Vice-Chairman Martin, whose Supervisorial District comprises the Town of Payson, stated that this item was being presented to the Board because it reflects a change in the County's process to provide financial assistance to local

communities. She wants the County to be able to "fill the gaps" with these types of organizations that have fund-raising events in accordance with the County's economic development grant application process. Vice-Chairman Martin advised that, in the past, such requests have been handled in a "piece meal process," so rather than submitting a Memorandum of Understanding from the Town to the Board of Supervisors for approval each time funds are being requested by the Town, she thought it would be best if the Town submitted all of its economic development events into a one-time funding request for these upcoming events. She advised that these funds would be used for the Town's fiddler's contest, soccer tournament and next year's "saw dust festival." Supervisor Marcanti was in favor of this request in order to satisfy the immediate needs of the Town of Payson as the Finance Department is working to streamline the process for requesting economic development funds.

Chairman Pastor advised that in the past, the Board of Supervisors annually funded economic development through two separate economic development committees or organizations that were formed in northern and southern Gila County. He recalled that the last 3 years the Board provided funding to both committees/organizations; it was in a total amount of $125,000 per year. He stated, "We stopped that two years ago because we weren't getting any bang for our buck." Chairman Pastor advised that the stakeholders on these committees/organizations changed and recently there have been some preliminary discussions to possibly involve Central Association of Governments (CAG) to form a regional economic development group to include Gila County and the cities and towns. He added that the County could consider contributing to such a group. He suggested that the Board not take an action on the item as presented until CAG could meet with the economic development groups in the near future. He further added that currently there is a County process in place and individual requests for these events could be presented in the future to the Board through that process providing the request for funding a single event is not more than $5,000. Chairman Pastor expressed a concern that other municipalities would begin requesting "bundle funding" for their activities that are planned throughout the next one and one-half years. Even though Chairman Pastor believes the current economic development funding request process is working well, he will verify that with the Finance Director after the meeting.

Vice-Chairman Martin was opposed to making the Town of Payson wait for funding until a revised economic development plan is in place. She stated that there is an immediate need from the Town of Payson, which she believes is a reasonable request. She did agree that the County needs to take a look at creating a Countywide economic development plan. She expressed concerns that in 2005, at which time this issue was last addressed, it took approximately 2 years to develop a viable plan, which currently doesn't satisfy the immediate needs of the Town of Payson. Supervisor Marcanti agreed that

the Board should take a closer look at this issue and that he supports granting the immediate funding needs of the Town of Payson. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board approved an Intergovernmental Agreement between Gila County and the Town of Payson for an economic development grant in an amount not to exceed $43,400 to fund various community events, and to fund an economic development plan and program which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County. The vote passed by a 2 to 1 vote, with Chairman Pastor voting against the motion.

Item 3 – 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 to adopt Resolution No. 13-09-03 amending Rule 23.2-*Holidays* of the Gila County Merit System Rules and Policies Handbook, designating the Friday after the fourth Thursday in November as a legal holiday in place of the second Monday in October. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

B. Approval of FY 2014 Victims' Rights Program Award Agreement No. AG# 2014-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of $34,000 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, and for the period July 1, 2013, through June 30, 2014.

C. Approval of the Section Eight Management Assessment Program (SEMAP) Certification to finalize the FY 2013 U.S. Department of Housing and Urban Development (HUD) contractual obligations and to ensure that the Gila County Public Housing Agency receives a performance rating from HUD.

D. Acknowledgment of the resignation of Industrial Development Authority (IDA) Board member William Long; and further, the appointment of Gerald Kohlbeck to the IDA Board of Directors to fulfill Mr. Long's unexpired term of office, effective immediately and expiring May 17, 2016.

E. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Fairgrounds on September 20-21, 2013.

F. Acknowledgment of the February 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

G. Acknowledgment of the July 2013 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

H. Approval of the August 27, 2013, BOS Meeting Minutes.

I. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of August 19, 2013, to August 23, 2013; and August 26, 2013, to August 30, 2013.

J. Approval of finance reports/demands/transfers for the weeks of September 10, 2013, and September 17, 2013.

September 10, 2013

$265,173.06 was disbursed for County expenses by check numbers 256492 through 256601.

September 17, 2013

$1,494,633.78 was disbursed for County expenses by check numbers 256602 through 256746. **(An itemized list of disbursements is attached to the minutes.)**

Chairman Pastor advised that Supervisor Marcanti declared a conflict of interest with regard to Service Agreement No. 080913 with Marcanti Electric Inc. contained in Consent Agenda action item "I." Upon motion by Vice-Chairman Martin, seconded by Chairman Pastor the Board approved Consent Agenda action item "I" Supervisor Marcanti abstained from voting on item "I."

Upon Motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3-A through 3-J, excluding item 3-I.

4. 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.

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:11 a.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: September 24, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; and Laurie J. Kline, Deputy Clerk

ABSENT: Marian E. Sheppard, Clerk of the Board

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Jacque Griffin led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding Planning and Zoning Department Case Number ZOA-13-01, a proposal to amend the planning and zoning, wastewater and flood control fees.

Robert Gould, Community Development Division Director, explained that the proposed fee schedule being presented to the Board is in accordance with Arizona Revised Statute, 11-251.08, which states in part that, "any fee or charge established pursuant to this section must be attributable to and defray or cover the expense of the product or service for which the fee or charge is assessed. A fee or charge shall not exceed the actual cost of the product or service."

The proposed fee schedule is shown below and was reviewed and discussed by the Board as follows:

PROPOSED FEES FOR GILA COUNTY FLOOD CONTROL DISTRICT

(Adopted pursuant to ARS 48-3603.E)

INTERPRETIVE REPORT GENERATION FEES *

Standard Flood Hazard Determination (SFHD)	**$25**
Floodplain and Drainage Screening (FADS)	**$10**

NOTE: No fees are charged for viewing flood maps or the ordinance, only when a report is requested.

PERMIT/CLEARANCE APPLICATION REVIEW FEES **

Floodplain Clearance Application Review	**$30**
Floodplain Use Permit Application Review	
1. Floodplain Use Permit Without Engineering Review	
a. Incidental improvements (pole, propane or residential water tank, A/C, etc.)	**$30**
b. Single family, RV/manufactured home, accessory or parking building, commercial or industrial with Single Building, or additions/remodel to such development	**$90**
c. Residential subdivision, commercial/industrial Center, or additions/remodel to such development	**$400**
2. Floodplain Use Permit Including Engineering Review or CLOMR Review	
a. Hydrology, scour depth and/or single-section hydraulic calculation review	**$500**
b. Hydrology model, sediment transport model and/or hydraulic model review (including HEC-HMS, HEC-RAS, 2D Model, Engineered Flood Control Facilities Design Review)	**$750**
3. Permits or Engineering Review for Public Agency Projects	**No Charge**
VARIANCE APPLICATION REVIEW FEES * **	
Variance Application Review Fee	**$400**

* Fees apply when report is requested independently, but not when generated by County staff in conjunction with information gathering for an ongoing permit application.

** Fees are for review of the application, and are due regardless of whether the permit is issued, withdrawn, or denied. If engineering is determined to be needed after initial submittal, the difference in review fees is to be collected upon receipt of the engineering for review.

*** Fees are for the review of the application, and are not dependent on whether a variance is granted.

Mr. Gould further explained that the County has experienced a dramatic decrease in the collection of fees over the past few years for planning and zoning, wastewater and flood control services. In 1998, there was a fee modification; however, it is not clear which fees were amended. Additionally, there has been a 27% reduction in staff, and through attrition, these positions aren't being filled. He added that in 2006 the Minor Land Division fees were established and no changes to these fees are being requested at this time. Chairman Pastor asked for clarification on the meaning of a "Minor Land Division" to which Mr. Gould explained that a Minor Land Division is when an applicant creates five or less lots and it isn't considered a subdivision.

Mr. Gould then stated that the variance process is estimated to cost between $4,000 and $10,000 and the fee the County collects for this service is $150. It is a similar structure with the re-zoning process which costs the County approximately $575 and the fee for this service is only $250. The County collects approximately 43% of the actual expenses incurred.
He then introduced Jake Garrett, Environment Engineering Manager, to answer questions and discuss the wastewater fees. Mr. Garrett explained that the current fee schedule for septic system permits has been in place since 2001. He proposed reducing the fee for an aerobic (alternative) septic system to $600 and increasing the fee to $475 for a standard septic system; thereby increasing the cost recovery to the County up to 86% for both types of septic system installations.

Supervisor Marcanti inquired as to whether or not the cost for septic system permits in a subdivision are all in one fee or separate fees, to which Mr. Gould replied that if a home within a subdivision is on A public sewer system the fee would be the responsibility of the subdivision owner. If the home within a subdivision is on a septic system there would be various permits and fees associated with the septic system permitting that would be the responsibility of the each homeowner. He also stated that subdivision applicants work with the Arizona Department of Environmental Quality (ADEQ) directly and that the ADEQ governs and has authority regarding septic systems; the County only takes direction from and responds to ADEQ regarding on-site systems and code enforcement.

Chairman Pastor expressed a concern that he has received comments from Gila County citizens that the building permitting process takes an excessive amount of time to complete and there is confusion with regard to the requirements. Mr. Gould explained the process and stated that the Planning and Zoning Department makes every effort to simplify and expedite the process for the permitting; however, the circumstances surrounding the building dictate the number of requirements. Chairman Pastor commented that he hasn't heard any negative comments about the fees, but that if they are increased there may be an unfavorable response from Gila County citizens.

Vice-Chairman Martin commented that the Planning and Zoning (P&Z) Commission's vote to recommend approval to the Board of Supervisors for an increase in fees resulted in 3 members voting in favor of approval, 3 members voting in opposition, and 2 members abstaining from voting. Mr. Gould then stated that the votes were unanimous with regard to the floodplain and wastewater fee increases. He stated that the P&Z Commission discussed 4 issues of concern during their voting process: 1) The historical data that was collected for the fee study should have gone further back than 2007; 2) there should be different fees for residential and commercial applications; 3) the two P & Z Commission members that voted in opposition to the proposed fee schedule submitted proposals that if the percentage of the increase in fees was reduced by 50% their votes could be cast in favor of the proposed fee schedule; and 4) current economic times are a factor in determining whether or not to increase fees.

Vice-Chairman Martin expressed a concern that the increase was too substantial to take effect all at once, which may have been the reason the P&Z Commission's vote was not strong enough to be certain that the majority of the members, not just the majority of the quorum, are in favor of the increase. Chairman Pastor recommended that the first page of "Exhibit F" be sent back to the Commission for further consideration and that the Board take under advisement the floodplain and wastewater fees that were approved unanimously. The Board agreed to direct Mr. Gould to re-visit the first page of "Exhibit F" with the P&Z Commission. Supervisor Marcanti inquired as to whether or not any trade fees are included in this fee schedule, to which Mr. Gould answered that there are no building permit fees associated with this proposed fee schedule.

Chairman Pastor invited Darde de Roulhac, Chief Engineer of the Flood Control District, to add comments. Mr. de Roulhac stated that the floodplain fees are authorized by Arizona Revised Statute 48-3603 (E) and when the proposed fees are brought before the Board for adoption, the Board will need to sit as the Gila County Flood Control District Board of Directors. He then explained that the County's role in the National Flood Insurance Program is somewhat limited. The Board needs to ensure that when structures are built in a floodplain, they are built to minimize flood damage and protect the safety of the occupants. It is estimated that 1/3rd of an employee's time is spent in supplying information to real estate and insurance agents, and land surveyors. Mr. de Roulhac is hoping that by establishing a fee for a standard flood hazard determination for those individuals who are only seeking information, and by not charging a fee for individuals that see information and then apply for a building permit, it will divert some of the workload to the private sector and discourage "fishing for information." He outlined some of the proposed fees and the benefits to the County of having floodplain fees. He also discouraged imposing fees for engineering review services for public agencies, such as the Arizona

Department of Transportation (ADOT) and the U.S. Forest Service that are required to obtain review and comment from the County.

Vice-Chairman Martin asked for affirmation of her understanding of the proposed fee schedule, specifically a floodplain use permit of $575, and she suggested that the County should not charge that fee at this time. She also stated that if it's a "fishing expedition" there should be a fee for floodplain clearance review, but if the applicant takes the next step of applying for a building permit, then there shouldn't be a fee. She didn't want to "double dip" by charging twice. She was in favor of item number 1 and suggested that the County might want to take some further consideration with regard to item number 2; leaving this item to the discretion of Mr. de Roulhac as to whether or not a fee should be charged for these services based on the seriousness of the inquiries and requests for services.

Mr. de Roulhac affirmed that Supervisor Martin was correct in her understanding of the aforementioned explanation of the execution of the proposed fee schedule. He clarified that his recommendation would be to charge a floodplain use permit fee that would include the engineering review; and with regard to number 2, there would be a higher fee charged for a floodplain use permit including engineering review if there is a conditional letter of map revision (CLOMR) review required.

Supervisor Marcanti agreed with the wastewater and floodplain use permit fees, but was concerned with the building permit fees and suggested that it be presented to the P & Z Commission for further consideration. Chairman Pastor summarized the discussion by affirming that the Board agrees with the proposal submitted by Mr. de Roulhac for the Flood Control District fees with an addendum to number 2 of the proposed fee schedule. The Board also acknowledges the unanimous decision of the P&Z Commission to accept the proposed wastewater fees, which could be presented to the Board of Supervisors for approval at a future meeting. He referred to the proposed amendments to the Gila County Community Development fees on "Exhibit F", page 1. Since there wasn't a strong vote on the proposed amendments, Chairman Pastor suggested that the Board could recommend that the amendments are sent back to P&Z Commission to consider possible options of extending the review period farther back than 2007, or increasing the fee by 50%. He stated that the Board of Supervisors would probably look favorably on any of those decisions that may be made by the P&Z Commission. The Board thanked Mr. Gould, Mr. Garrett and Mr. de Roulhac for their hard work in preparing the information that was presented.

B. Information/Discussion/Action to approve Gila County's list of issues/priorities to be supported at the annual County Supervisors Association's (CSA) Legislative Summit on October 14-16, 2013, in Payson to be considered by Arizona's county supervisors for inclusion in CSA's

2014 Legislative Agenda.

Don McDaniel, County Manager, provided a brief summary of the accomplishments of the County Supervisors Association (CSA) last year which included the following: 1) Expansion moves in Medicaid which enabled the County to receive some federal assistance; 2) the Governor's plan was approved; 3) the issuance of approximately $120 million of the Highway User Revenue Fund (HURF) being given to the Department of Public Safety (DPS), which consequently reduces the amount of money the County receives; 4) the County received $550,000 from the state lottery fund; 5) the percentage payments to sexually violent prisoners went from a 50/50 split to a 35/65 split, which increases the cost to the Arizona Department of Health Services and reduces the cost to the County; 6) the County has flexibility with regard to spending secondary tax revenue for general fund related expenditures; and 7) there has also been some Transaction Privilege Tax (TPT) reform to allow service contractors to pay tax at the point of sale rather than tax the work that's being performed.

Mr. McDaniel then stated that the overall goal of CSA regarding the budget is to protect and enhance county fiscal situations by continuing opposition to state cost/programmatic shifts and diversion of revenues and advocating for restoration where feasible and he provided these examples:

- Statutorily re-establish counties' share of the state lottery revenues
- Fully eliminate county payment for housing and treatment of sexually violent persons at the Arizona State Hospital (ASH)
- Fully fund the HURF and consider revenue enhancement option for transportation purposes.

Mr. McDaniel then outlined 15 legislative proposals submitted to CSA by various Arizona counties which are as follows:

1. Special District Fees submitted by Yavapai County: Expand fee authority to include both capacity and use fees for domestic water and domestic wastewater improvement districts. The Board was in agreement on this item.

2. Fire Districts Elections submitted by Yavapai County: Conform fire district reorganization statute to other special district election statutes. Vice-Chairman Martin clarified that this would have come into effect during the last election of the Christopher-Kohl Fire District, when it was on the ballot to change from a 3 to 5 person board, in addition to candidates running for a 3 person board *and* running for a 5 person board; it was confusing to the voter. The Board was in agreement on this item.

3. Court Ordered Evaluation: Federal Payments submitted by Yavapai County: Adjust state statute to reflect the state's ability to seek federal payment for court ordered evaluation, shifting the county from payer of first resort to payer of the last resort. The Board was neither for nor against this item and wanted to wait for further information to come forth regarding the financial impact to the County.

4. Permanent Early Voter List and Mail Ballot Elections submitted by Yavapai County: Permit a county to switch to a mailed-in ballot election if 50 percent or more of their registered voters are on the County's permanent early voter list. Vice-Chairman Martin was in favor of early voting by mail-in ballots in order to save the County money, but still wants polling places available to citizens who prefer voting in person.

Supervisor Marcanti agreed that this change to a mail-in ballot election would save the County money, but added that in San Carlos approximately 75 percent of the population go to polling places, and even if 50 percent returned the mail-in ballot, there still may be a large voting mass that turns out at the polling places. He stated that he didn't want the County to get sued as a result of this change; therefore, he was undecided.

Chairman Pastor stated that he was in favor of the convenience and efficiency of the early voting process, but was undecided about making a complete switch to a mail-in ballot election. He further stated that according to a recent City of Globe election. There were 3,700 ballots sent out regarding "home rule" and there were only 1,300 ballots returned which is only 1/3rd of the registered voters returning a ballot via mail. He added that the votes for the 2012 presidential election were as follows: There were 32,000 registered voters and the Elections Department received 21,000 ballots, which was 67%. Of the 21,000 ballots, 14,000 ballots were mailed in and 6,000 votes were cast at polling places. Therefore, he advised that this item needs to be discussed further at the CSA Legislative Summit and that he wanted more information regarding this topic before he makes a decision.

Vice-Chairman Martin invited Eric Mariscal, Elections Director, to add comments to this discussion to which Mr. Mariscal offered additional information and stated that Gila County has a voter population that would prefer traditional Election Day polling sites; however, in the General Election of 2012 the majority of voters in Gila County voted by mail or early. He advised that at some point the County will need to procure new electronic voting equipment in order to continue to provide polling places and that voting by mail is imminent.

5. Armed Forces; Adoption Relief submitted by Cochise County: Eliminate the requirement that the child be physically present at the time the petition is filed if the petitioner or spouse is a member of the military serving abroad so long as

they lived in Arizona for at least six months before being stationed abroad. The Board had no objections or comments regarding this item.

6. Primitive Roads submitted by Cochise County: Permit counties to designate substandard roads as "Primitive Roads" if they were opened prior to June 13, 1990. (Referred to the County Engineers for consideration and possible administrative options.) The Board didn't comment on this item.

7. Fireworks submitted by Coconino County: Permit counties to regulate the sale and use of fireworks in unincorporated areas of the county when Stage 1 fire restrictions are put in place by a federal or state agency. The Board didn't have any issues with this item.

8. Motor Vehicle Fuel Tax submitted by Coconino County: Raise the state motor vehicle fuel tax for transportation. It was the consensus of the Board that the County needs to increase the revenue that is decreasing because of newer cars on the road and less money received from the Highway User Revenue Fund.

9. Administrator; Indigent Legal Services submitted by Coconino County: Codify the county's practices of collaborating with courts to appoint an administrator to oversee the contracting and costs of indigent legal services. Mr. McDaniel stated that Tiffany Poarch, Gila County Public Fiduciary, was agreeable to this change. The Board had no issue and concurred in favor of this item.

10. Group Home Disbursement Rate submitted by Coconino County: Restore the amount paid to the state for residents of group homes from 88 percent to 70 percent. The Board agreed with moving forward with this item.

11. The Arizona State Lake Improvement Fund submitted by Mohave County: Require the state parks to distribute 50 percent of the Arizona State Lake Improvement Fund to local government to fund projects on waters where gasoline powered boats are permitted. Mr. McDaniel stated that J. Adam Shepherd, Gila County Sheriff, is in support of this legislation moving forward and coming into effect. The Board was in favor of this item.

12. County Attorney; Civil Actions submitted by La Paz County: Permit the Board of Supervisors to hire outside counsel to represent the Board and county administrative offices in civil legal matters. Vice-Chairman Martin expressed a concern about the Board not having a choice to hire civil counsel and was in favor of this item. Supervisor Marcanti was not all in agreement with this item. Chairman Pastor stated that he agrees with Supervisor Marcanti and commented that although the Board is not all in agreement; it is close to being in unanimous agreement regarding this item. He added that he wanted to list this item as a questionable item.

13. County Seals submitted by Gila County: Amend state statute to protect the integrity of county seals and preventing unauthorized use. Mr. McDaniel added that the difficulty with this issue is enforcing perpetrators of misuse of the County seal. Jacque Griffin, Assistant County Manager/Librarian, added that it would be good for the County to have this legislation in place in order to be able to take action if misuse of the County seal is discovered. The Board was in agreement with this item.

14. Flexibility Language submitted by Navajo County: Extend the budgetary "Flexibility Language" to use any source of county revenue to meet a county fiscal obligation for FY 2015. The Board was not in favor of using secondary taxes discretionarily for general fund expenditures.

15. County abatements; property liens submitted by Mohave County: Preserve nuisance abatement liens and dangerous property abatement liens from extinguishing on foreclosure of property taxes by investors. Mr. McDaniel added that Robert Gould, Community Development Division Director, and Michael O'Driscoll, Health and Emergency Services Division Director, are in strong support of this item. Vice-Chairman Martin stated that she feels that liens should stay with the property. Supervisor Marcanti is in favor of this item stating that it's particularly important when there is a dangerous building. Chairman Pastor stated that he conferred with Debora Savage, Gila County Treasurer, regarding this item and she was in support of this measure. Mr. McDaniel added some summary comments of items that may come up at the CSA Legislative Summit, and he stated that CSA was seeking history and information regarding the fluctuation of revenue with regard to housing federal prisoners. He deferred to Sheriff Shepherd, who informed Mr. McDaniel that this had very little impact on the County as the County house very few federal prisoners.

Vice-Chairman Martin stated that she is pleased with the first issue of the Gila County newsletter and thanked Janice Cook, Administrative Services Manager, and Ms. Griffin for their hard work in producing the first issue of the Gila County Newsletter. The newsletter has been released internally and Chairman Pastor stated that the media has also received the newsletter. He added that this was National Voter Registration Day. Between 8:00 a.m. and 5:00 p.m. people may register vote at the Gila County Recorder's Office, City of Globe, Town of Payson, and Town of Star Valley, and that interested persons may contact the Recorder's Office for information regarding registering to vote.

Item 3 – 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 public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:52 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: September 27, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; and Laurie J. Kline, Deputy Clerk

ABSENT: Marian E. Sheppard, Clerk of the Board

Item 1 – TO ORDER – PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a special session at 10:00 a.m. this date in the Board of Supervisors hearing room. Eric Mariscal led the Pledge of Allegiance.

Item 2 – AGENDA ITEMS:

A. Information/Discussion/Action to adopt an Order to cancel the November 5, 2013, Special Recall Election for the Pleasant Valley Fire District (PVFD), and to appoint Carol Clark as a new governing board member of the PVFD.

Eric Mariscal, Election Director, provided background information as follows: On July 16, 2013, the Board of Supervisors adopted an Order calling for a Special Recall Election on November 5, 2013, for the Pleasant Valley Fire District. On September 3, 2013, the Board adopted an amended Order changing the location of the November 5, 2013, Special Recall Election for the Pleasant Valley Fire District from the Young Public Library to the Pleasant Valley Community Center for the purpose or recalling Pleasant Valley Fire District Board Member David Braswell. Since that time, Mr. Braswell has resigned from said Board. In addition, Carol Cook filed a write-nomination paper to be appointed to the Pleasant Valley Fire District Board of Directors.

Consequently, it is necessary for the Board to cancel the November 5, 2013, Special Recall Election for the Pleasant Valley Fire District, and to appoint Carol Clark as a new governing board member of said District.

Supervisor Marcanti inquired if this election cancellation would save the District some money to which Mr. Mariscal answered that the District will save approximately two to four thousand dollars and added that the District had already purchased ballots that were printed and would also have to reimburse the County for the notifications that were published in the Arizona Silver Belt and Payson Roundup newspapers.

Chairman Pastor asked that the Order be read aloud by Mr. Mariscal, after which time and there being no further discussion by the Board; upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted an Order to cancel the November 5, 2013, Special Recall Election for the Pleasant Valley Fire District (PVFD), and appointed Carol Clark as a new governing board member of the PVFD.

Item 3 – 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 public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:12 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: October 1, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Jacque Griffin, Assistant County Manager/Librarian; Marian E. Sheppard, Clerk of the Board; and Laurie J. 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. Jeff Baer led the Pledge of Allegiance and Pastor Ken Davidson Jr., of the Church of Christ in Payson delivered the invocation.

Item 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.

J. Adam Shepherd, Gila County Sheriff, introduced the Gila County Sheriff's Office employees named above and stated that each of them displayed outstanding performance in utilizing their training, maintaining presence of mind and remaining calm in order to "take down" a dangerous suspect and protect Gila County citizens during an incident that occurred in August of this year. In addition to issuing letters of commendation to each of the officers named above, Sheriff Shepherd added that a commendation pin, to be worn on the uniform, is being implemented and awarded to the following four officers: 1)

Deputy Gabe Valenzuela, 2) Deputy Jay Valenzuela, 3) Deputy Chris McGroarty, and 4) Sue Henderson. He also thanked and formally recognized officers of the Globe Police Department as follows: Sergeant A. J. Castaneda, Officer Phil Smith, Officer Mike Yeager, Officer Chris Williams, Officer P. J. Brothers, Officer Craig Jones and Dispatcher Irene Griffith. Each Board member thanked and expressed appreciation for the hard work and dedication of the law enforcement officers in Gila County. Chairman Pastor added that he has a son in law enforcement saying, "I know how critical it is to be on target all the time." He then congratulated Sheriff Shepherd as well as the Sheriff's Office for a job well done. Vice-Chairman Martin and Supervisor Marcanti also praised and thanked the officers.

B. Public recognition of four employees for the September "Spotlight on Employees" Program, as follows: Debra Williams, Yvette Baxley, Thomas Homan and Celena Cates.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that each of these four employees named above was instrumental in facilitating and assisting in the successful completion of the "Phase II" testing by the State of Arizona Department of Administration, Arizona Strategic Enterprise Technology, and Public Safety Answering Point Systems. He explained that Gila County emergency responders now have the technology to identify the precise location of incoming 9-1-1 calls using latitude and longitudinal coordinates. The Board members thanked the employees named above and Mr. O'Driscoll for recognizing them publicly.

Item 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, Program Supervisor for the Domestic Violence Safe Home, advised that the Domestic Violence Safe Home has been a part of Horizon Human Services since 1997. Ms. Gillis explained that the Safe Home is an emergency shelter 11-bed facility that serves Globe, Miami, San Carlos, Hayden, Winkelman, and Superior. Ms. Gillis advised that she will also be making this presentation to the Town of Miami, City of Globe and the Town of Superior because many of the Safe Home clients come from these areas. She further advised that the Safe Home receives clients from additional areas such as San Carlos, White River, Casa Grande, as well as people from other states. She advised that the Safe Home is able to provide transportation for its clients, whereas other programs don't provide that service. In 2012, the following services were provided: 1) A total of 21,416 round trip miles were driven

to/from San Carlos; 2) 104 persons were served, and of those served, 45 were women and 59 were children; and 3) 3,039 "bed nights" and 4,993 "support hours" were provided to offer individual support, counseling and advocacy to domestic violence victims. Ms. Gillis added that the Safe Home provided 394 "non-residential" hours, and 257 hours handling "hotline" calls. She added that the entire community is instrumental in providing information and service also known as "non-residential" hours to victims of domestic violence. She stated that the goal is to develop better partnerships with the police and sheriff's departments and to spread the word that the shelter is in place to help those in need.

Ms. Gillis promoted some of the functions planned for October, which is recognized nationally as Domestic Violence Awareness Month. The annual "Walk and Wag" event will be held this year on Saturday, October 12th, and purple lights will be displayed around the community by those that have been affected by domestic violence and are showing their support of Domestic Violence Awareness Month. Vice-Chairman Martin expressed appreciation and thanks for the work done by Ms. Gillis and her staff. Supervisor Marcanti also expressed thanks for the "great work" done by Ms. Gillis and stated that he visited the Safe Home in Payson and he would like to visit the Globe Safe Home as well, to which Ms. Gillis extended an invitation to do so. Chairman Pastor inquired as to the time the "Walk and Wag" event was scheduled. Ms. Gillis explained that the event is a partnership with the Humane Society; it is scheduled to take place on October 12th from 11:00 a.m. to 2:00 p.m. with activities that will begin at Railroad Avenue followed by the walk, which will go through downtown Globe. Chairman Pastor explained that he has a prior engagement and would not be able to attend, but thanked Ms. Gillis for her work. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2013-07 proclaiming October 2013 as "Domestic Violence Awareness Month" in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

B. 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.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board adjourned as the Board of Supervisors and convened as the Gila County

Library District Board of Directors. Jacque Griffin, Assistant County Manager/Librarian, stated that this is the mechanism to approve library funding for maintenance operations and to provide library services for the eight libraries listed above. Chairman Pastor confirmed that a new library funding formula is in place, and he asked for clarification on the four core measurements. Ms. Griffin first stated that the only library that received a reduction in funding due to the new funding formula was the Young Library, and consequently the Library District added $10,000 to the Young Library funding amount to mitigate that reduction. She then explained the four core measures for the new funding formula, as follows: 1) Active patrons (number of individuals that come to the library); 2) circulation (the number of books checked out); 3) public computers (the number of stations for the public to access the Internet for their benefit); and 4) the number of organized programs the library carries for the public to use. In conclusion, Ms. Griffin stated that it is the consensus of the librarians that this is a viable library funding formula.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the 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. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board adjourned as the Library District Board of Directors and reconvened 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, Community Services Division Director, stated that the purpose of having this “Access Point” at the Coolidge Public Library is to provide a location for the general public to apply for jobs online, file for unemployment, and be assisted with computer tasks that may be necessary to gain employment. She added that this Access Point will also be used to collect demographic information and will provide a venue for having needs assessments interviews for individuals that may be eligible and/or require additional services. Chairman Pastor asked for clarification that this Access Point is to provide a place for individuals to input information online to apply

for jobs. Ms. Buzan affirmed that the Chairman was correct and stated that it is a “fast stop” of the bigger One-Stop Service Center for the general public to apply for a job online, file for unemployment, etc., and get further assistance if necessary. Chairman Pastor told Ms. Buzan that he was in favor of having access points as long as there weren’t too many that would saturate the market. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved 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.

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, Public Works Division Deputy Director, stated that the Public Works Division received a petition from the property owners on Orient Drive requesting to establish Orient Drive as a Country Dirt Road. Orient Drive is a private drive in the Wheatfields area off of Pinal Creek Road. After reviewing the petition and supporting documentation for Orient Drive, the Engineering Department has determined that it meets the initial requirements established by the Board of Supervisors to be designated as a Country Dirt Road. Mr. Sanders clarified that the Board’s acceptance of this Citizen’s Petition merely begins the process to designate Orient Drive as a Country Dirt Road and to accept the road into the County Maintained Roadway System. After the petition is accepted, the next step in the process is to advertise a public hearing before the Board of Supervisors and simultaneously ensure that the property owners execute an easement, which will transfer ownership to the County. Supervisor Marcanti inquired as to the number of people who live on Orient Drive, to which Mr. Sanders answered that there are five separate properties and approximately eight or nine homes. Chairman Pastor asked if there is private property at the end of the road and, if so, he wanted to know if the property owners were in favor of the petition. Mr. Sanders explained that all of Orient Drive after Pinal Creek is private property; additionally, the signatures on the petition are those of the owners of the five parcels of land on Orient Drive. He stated that if the petition is accepted today, the Engineering Department will create a comprehensive map of each property and the necessary easements to gain access to maintain the road. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted a Citizen's Petition to begin the process to establish Orient Drive as a Country Dirt Road.

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.

Mr. Sanders provided background information on this agenda item. Due to a heavy rainfall that occurred in January 2010, a portion of the Vertical Heights Road was eroded, which reduced the road width from two lanes to one lane. The cost to repair the road, by building retaining walls from the ground up, was estimated to be in excess of $350,000. At that time, the County applied to the Arizona Department of Emergency Management (ADEM) for hazard mitigation, but did not receive any funding assistance from ADEM. Mr. Sanders stated that one of the land owners on Vertical Heights Road has agreed to deed a parcel of land to the County that is located outside of the County right-of-way. It is approximately 0.4 acres in size and it is adjacent to the failed roadway. Once the resolution is adopted, the County will issue a request for bids for the project. A contract will be awarded to the successful bidder and thereafter the grading and dirt work will commence so that the road will once again be a two-lane road. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted 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. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

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.

Mr. Sanders stated that Carson Construction Co., Inc. began work on the Pine Creek Canyon Road Reconstruction Project in April 2012, and the job ended in December 2012 or January 2013. Carson Construction Co., Inc. submitted its final pay application 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. Per the terms of an Intergovernmental Agreement with the Pine Strawberry Water Improvement District, this request also includes releasing funds in the amount of $8,783.30 to the District. Mr. Sanders advised that once the Board approves Amendment No. 2, it will allow the project to be finalized and the contractor's bonds would be released. Vice-Chairman Martin is pleased that this project has been completed. Supervisor Marcanti commented that all of the change order documentation appeared to be in proper order and he was also glad to see the project come to an end. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the

Board unanimously approved 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.

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.)

Chairman Pastor requested that Consent Agenda item 4-F be moved to the regular agenda for discussion and action at this time, which was agreed to by the other Board members.

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.

Chairman Pastor noted that this Agreement does not contain language that would require Time Out, Inc. to provide the County with a yearly status report regarding the distribution of funds. He spoke with Jeff Hessenius, Finance Director, before the meeting about adding that language to the Agreement to be in compliance with County policy. It was also noted that there has been a management change with Time Out, Inc. Chairman Pastor further advised that he had no objection to approving this agenda item as stated; however, he wanted assurance that County staff would apprise the manager of Time Out, Inc. of the requirement to provide a yearly status report. If that requires adding language to this Agreement at a later date, Chairman Pastor also wanted assurance that would be done by staff. The other Board members agreed with Chairman Pastor. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved 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 of 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.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda items 4-A through 4-O, excluding item 4-F.

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.)

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.

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

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 (under fill) – 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

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

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

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 b y 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.

September 24, 2013

$1,014,218.03 was disbursed for County expenses by check numbers 256747 through 256912.

October 1, 2013

$1,471,043.04 was disbursed for County expenses by check numbers 256913 through 257070. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Item 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.

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:57 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: October 8, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard Clerk of the Board
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk, and Laurie J. Kline, Deputy Clerk

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a special session at 10:30 a.m. this date in the Board of Supervisors hearing room.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 082213 for the hauling of aggregate materials to the Forest Service Road 512 resurfacing project in Young, AZ; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Steve Stratton, Public Works Division Director, advised that several months ago the County received a RAC (Resource Advisory Committee) grant to resurface a portion of Forest Service (FS) Road 512, which is the Young Road. On September 17, 2013, the Board of Supervisors authorized the advertisement of Invitation for Bids No. 082213 for the FS 512 Road resurfacing project in Young, Arizona; the advertisement was published in the official County newspaper, the Arizona Silver Belt, in the September 18th and 25th editions; and on October 2nd the sealed bids were opened and reviewed. Mr. Stratton advised that the bid specifications requested that the bidder bid by the load because there isn't a scale at the Tonto Ponderosa Pit. The County received a quote from one bidder that they would be hauling 25.5 tons per load, so the Purchasing Department was asked to get a clarification from other

bidders as to the number of tons their trucks hold. After meeting with Purchasing staff and the Finance Director, it was decided to disqualify one bid, which was submitted by E.W. Parker Enterprises, LLC because a bid bond and cashier's check was not submitted. It was determined that a contract to haul aggregate from the Tonto Ponderosa Pit and the Hatch Pit should be awarded to Otto Trucking, Inc. to include a price of $15.35 per ton to haul from the Hatch Pit, and a price of $8.66 per ton to haul from the Tonto Ponderosa Pit. Otto Trucking's trucks hold 25.5 tons. Mr. Stratton advised that a bulldozer will be moved to the Tonto Ponderosa Pit next week to begin pushing dirt in preparation for the resurfacing project to begin on October 21st.

All Board members commented that they were pleased that this project will soon commence. Supervisor Marcanti was also pleased with the quotes and that so many bids were submitted. Mr. Stratton replied that he was surprised that 5 contractors declined to bid.

Supervisor Marcanti made a motion to award a contract regarding Invitation for Bids No. 082213 to Otto Trucking, Inc. Vice-Chairman Martin asked Supervisor Marcanti if he would like to add the name of each pit and the price per ton for each pit to his motion, to which he agreed. Supervisor Marcanti amended his motion to award a contract regarding Invitation for Bids No. 082213 to Otto Trucking, Inc. at $8.60 per ton for the Hatch Pit and $5.35 per ton for the Tonto Ponderosa Pit, which was seconded by Vice-Chairman Martin and unanimously approved by the Board.

Item 3 – 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 public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:46 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA

Date: October 1, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard Clerk of the Board
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV from Payson); John D. Marcanti, Supervisor; Deborah Hughes, Assessor; Larry Huffer, Chief Appraiser; Joseph Williams, Appraiser (via ITV from Payson); and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER

The Gila County Board of Equalization met at 1:35 p.m. this date in the Board of Supervisors' hearing room.

Item 2 – REGULAR AGENDA ITEMS

A. 1:30 p.m. - Information/Discussion/Action regarding a Petition for Review of Real Property Valuation that was submitted by Thomas Thompson for tax parcel numbers 202-14-015 through 202-14-018, and 206-19-072.

Tom Thompson advised the Board that he would be presenting the same argument for parcels 202-14-015 through 202-14-018. Parcel number 202-14-015 was addressed first. Mr. Thompson provided some history on these 4 parcels. The parcels were once an unsuccessful subdivision and afterward Dave Thompson purchased the lots with the intent of placing nice cabins on them. He added a big building, a concrete walkway and also some imitation rock to enhance the property. The parcels did not have water, electricity or any type of septic system. At the time Dave Thompson owned the parcels, they were priced to sell at $100,000-$150,000 per parcel. The property later became the ownership of the bank and earlier this year Tom Thompson purchased 4 parcels of land for $25,000 per lot. Mr. Thompson advised that the building is no longer part of the parcels; the owners of the building are trying to sell it separately. The concrete walkway and imitation rocks are crumbling. Mr. Thompson stated that the parcels at present are not worth as

much as they were in the past. He stated that a number of people purchased parcels this year for less than the amount he paid. Mr. Thompson referred to the values that the Assessor placed on the properties and the Assessor's sale comparable properties that were used. He referenced a property that sold in 2012 and he inquired as to the reason it was not used as one of the Assessor's sale comparables. Mr. Thompson stated that he knows the property owner, who owns two lots and he stated that the owner negotiated a settlement with the Assessor's Office resulting in one parcel being assessed at $30,000 and the other parcel being assessed at $10,000. Mr. Thompson feels that those properties are much nicer than his properties.

Larry Huffer, Chief Appraiser, presented pictures of the 4 subject parcels and the Assessor's sale comparable properties located in the Rose Creek Ranch Subdivision and 2 properties that are not part of the subdivision. Mr. Huffer read aloud the statutory definition of the "valuation date," which is outlined in A.R.S. §42-11001(18). He stated that the Assessor's Office must look at a property as of a certain date. For tax year 2014, the Assessor may not include properties as "comparables" that were sold past January 1, 2013. Mr. Huffer reviewed two comparable sales that were used by the Assessor's Office; parcel number 202-14-032 sold in January 1, 2011, for $110,000 or $80,882 per acre; and parcel number 202-14-006 sold on April 1, 2012, for $60,000 or $51,724 per acre. Mr. Huffer advised that over 34% of lot -006 is in a 100-year floodplain. The lot runs along a creek and it is unbuildable. He also referenced a plat map and further stated that lot is in Zone B (for the record, it is actually Zone A), which prohibits an individual onsite disposal system being placed upon the lot. Mr. Huffer advised that the person who purchased that lot is an owner of two other lots and he purchased lot -006 for $60,000 in order to put a gate on the lot in order to close it off.

Mr. Huffer provided additional information on the two lots that were referenced by Mr. Thompson. He stated that the owner originally wanted to purchase the triangular parcel, which is a hillside; however, the bank refused that offer and stated that 2 parcels must be purchased together. The other lot is located in a floodplain. The owner agreed to the bank's offer and he paid a total of $40,000 for both parcels. He does not believe that a structure could be built upon the floodplain parcel.

Mr. Huffer advised that those parcels are not part of the subdivision and he stated "the subject properties are nice buildable lots," so it is his opinion that they are not comparable properties.

Mr. Huffer talked with a person that is marketing lots in this subdivision and he learned that as of the spring of this year, the sales prices have dropped. Mr. Huffer added that he gathered additional information. The drop in sales prices occurred after January 1, 2013, so that information cannot be used to determine property values for tax year 2014. Mr. Huffer recommended that the

Board of Equalization uphold the Assessor's opinion on this property and the other 3 properties.

A very lengthy discussion ensued as to the geography of Mr. Thompson's properties and the Assessor's sale comparables. Chairman Pastor asked if the Board should make a separate motion on each parcel, to which Mr. Huffer replied in the affirmative.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor's opinion of the full cash value of parcel number 202-14-015 at $67,371 for tax year 2014.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor's opinion of the full cash value of parcel number 202-14-016 at $88,749 for tax year 2014.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor's opinion of the full cash value of parcel number 202-14-017 at $77,736 for tax year 2014.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor's opinion of the full cash value of parcel number 202-14-018 at $70,610 for tax year 2014.

The Board addressed Assessor's tax parcel number 206-19-072, which is owned by Mr. Thompson.

Mr. Thompson advised that the building located upon this property in Miami is known as the Santa Anna Building. He provided some history of the property. In 1996, Gila County owned the building. Some improvements had been made to the building at that time; however, the County decided to sell it. The property was appraised at $55,000; however, Mr. Thompson was the only bidder and he purchased it for $45,000. In 2001, Mr. Thompson sold the property for $170,000 and because the new owner was not making the payments, Mr. Thompson began proceedings to foreclose on the property in 2006 and assumed ownership again in 2009. Mr. Thompson made some repairs to the building and last year he had it commercially appraised and it was valued at $150,000. He advised that the Assessor's Office initially valued the property at $535,000; however, it was later lowered to $419,000.

Mr. Huffer proceeded to show pictures of the interior and exterior of the building and he stated that the valuation amount of $536,000 was based on a cost approach to value. The Assessor's Office lowered the value to $419,178 based on $10 per square foot plus the value of the land. Mr. Huffer stated, "When Mr. Thompson took the property back, he purchased it for $200,000. That is what we had it valued last year. We recommend to lower the value to

$5 per square foot, a total of $220,678." Mr. Thompson acknowledged that he would accept the adjusted amount. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjusted the full cash value on parcel number 206-19-072 to $220,678 for tax year 2014.

Chairman Pastor recessed the meeting for a few minutes and he reconvened the meeting at 2:20 p.m.

B. 1:55 p.m. - Information/Discussion/Action regarding a Residential Petition for Review of Valuation that was submitted by James Donaldson for tax parcel number 303-06-065.

Joseph (Joe) Williams, Appraiser, advised that he met with James Donaldson at his home to determine if the home is "good" quality or "average" quality. It was determined by Mr. Williams that it is a good quality home. He referred to some pictures of the subject property. Mr. Williams pointed out these issues: the square footage was incorrect, so it has been corrected; and there was some damage to the home from bees. Mr. Williams proposed that the Board of Equalization (BOE) lower the full cash value of the subject property from $267,677 to $235,389.

Mr. Donaldson stated that he believes the taxes are quite high due to the condition of the house, which is 35 years old. He stated that he should have mentioned the comparable homes that were sold in the area for his appeal; however, since he did not, he stated, "I can't fault the County for that. We are willing to accept this recommendation at this time and next year will come back with some comparable sales; that is next year." He also thanked those involved for helping him understand the valuation process and for the BOE providing a forum to explain his situation.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously lowered the full cash value of parcel number 303-06-065 to $235,389 for tax year 2014.

C. 2:20 p.m. - Information/Discussion/Action regarding a Residential Petition for Review of Valuation that was submitted by Gary and Kathleen Busenkell for tax parcel number 302-04-030.

Gary Busenkell participated in the hearing by phone. Mr. Busenkell advised that he first appealed the valuation of his property to the Assessor on March 20, 2013, and he received a determination from the Assessor on July 17, 2013. As a result of that determination, on July 29, 2013, he submitted a petition requesting a hearing before the BOE with a letter. Since that time he has had a number of discussions with the Assessor's Office staff and he met with a staff appraiser on September 26, 2013. He stated that the staff has been responsive and respectful despite any differences, and he thanked them. He then advised

that some of the issues have been resolved. His appeal at this point is focused on two issues: 1) the house being classified as "average" quality when Mr. Busenkell believes it should be classified as "fair"; and 2) the limited selection of comparable properties that were used to support the Assessor's opinion of value. Mr. Busenkell reviewed some properties within the Rim Trail area that were not used as comparable properties, which he felt should have been used. He pointed out that the home did not have any modern air conditioning or heating and he advised that when reviewing the property with Mr. Huffer recently; Mr. Huffer was not aware of this fact. Mr. Busenkell stated, "It's an unheated summer cabin and approaching 60 years old." Mr. Busenkell concluded by stating that his property is incorrectly rated because he has visited 2 other "fair" rated properties. He wants the Assessor's equity comparables to be modified to either include some "average" rated properties to include his neighbors or to expand his list of comparables to include parcels -026 and 036A, which have been excluded.

Mr. Huffer advised that Mr. Williams chose properties which had the same wall construction and roof construction as that of Mr. Busenkell's property. Mr. Huffer advised that the comparables submitted by Mr. Busenkell are referred to as "equity" comparables. They are actually the full cash values of other properties rather than properties that have been sold. Mr. Huffer proceeded to review the comparables provided by Mr. Busenkell. He advised that parcel numbers -021 and -020 are the most comparable to Mr. Busenkell's property with regard to size and construction. Mr. Huffer stated that Mr. Busenkell's property value falls between those 2 properties' full cash values at $63.86 per square foot. He advised that the Assessor's value is derived from a well-known cost construction system that is called the Marshall & Swift Residential Cost System, and it is based on a cost approach to value. Mr. Huffer advised that the building formerly valued as a garage has since been changed to a storage building because the floor structure is wood, which has resulted in a reduction being made to the value. The value was also reduced because the home doesn't have any heating or cooling. Mr. Huffer stated, "It comes down to one major factor, and that is the quality indicator." He advised that Assessor Deborah Hughes agrees that Mr. Busenkell's home is of average quality. Mr. Huffer advised that the Assessor's Office has reduced the full cash value from $125,979 to $121,545, and he recommended that the BOE uphold the Assessor's opinion of value. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously upheld the Assessor's opinion of the full cash value of parcel number 302-04-030 at $121,545 for tax year 2014.

D. 2:45 p.m. - Information/Discussion/Action regarding a Petition for Review of Real Property Valuation that was submitted by Paradigm Tax Group on behalf of Red Deer, LLC for tax parcel numbers 304-72-001 through 304-72-004, and 304-72-008 through 304-72-014.

Brett Griffin, Associate of Paradigm Tax Group, participated in the hearing by phone. Mr. Huffer stated that the Assessor's Office found 2 sales that were close in zoning and size to the subject properties. Prior to this hearing, Mr. Huffer spoke with Mr. Griffin and conveyed this information to him. Mr. Huffer advised that the Assessor's Office recommends a combined full cash value on the subject properties in the amount of $177,112. Chairman Pastor asked Mr. Griffin if he was in agreement with this adjusted amount to which Mr. Griffin replied in the affirmative. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjusted the combined full cash value on tax parcel numbers 304-72-001 through 304-72-004, and 304-72-008 through 304-72-014 to $177,112 for tax year 2014.

Chairman Pastor recessed the meeting for a few minutes and he reconvened the meeting at 3:10 p.m.

E. 3:10 p.m. - Information/Discussion/Action regarding a Petition for Review of Real Property Valuation that was submitted by Frazer Ryan Goldberg & Arnold LLP on behalf of Globe Family Associates for tax parcel numbers 207-02-012U and 207-02-012M.

Michael Killion, Property Tax Consultant for Frazer Ryan Goldberg & Arnold LLP, participated in the hearing by phone on behalf of Globe Family Associates. He advised that he received an email from Larry Huffer with the Assessor's recommendation to the BOE to adjust the combined full cash value of the subject parcels from $$1,241,799 to $1,158,027. He asked the Assessor to verify the adjusted amount, which was done. Mr. Killion advised that he spoke with the taxpayer he represents, who is in agreement with the adjusted amount.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the Assessor's recommendation to lower the combined full cash value of tax parcel numbers 207-02-012U and 207-02-012M to $1,158,027 for tax year 2014.

F. 3:35 p.m. - Information/Discussion/Action regarding a Petition for Review of Real Property Valuation that was submitted by D. McCall for Strawberry Ridge Estates for tax parcel numbers 301-59-057, 301-59-073 through 301-59-075, 301-59-077 through 301-59-084, and 301-59-088 through 301-59-096.

D. McCall advised that in the past 10 years, these lots have sold from approximately $2,000 to $200,000 per lot. Later on they were sold for approximately $2,000-$3,000 per lot, and they are now priced to sell at $22,000. He questioned parcel number 301-59-007, which was one of the Assessor's sale comparables. It was sold by the bank in May 2011 for $14,500 or $26,364 per acre, and later it sold for $10,000 in 2013. Mr. Huffer replied

that the lower sales price perplexed him; however, he explained that it could not be included as a comparable sale for tax year 2014 because it was sold after January 1, 2013. Mr. Huffer added that one other sale transpired after January 1, 2013, which was for a higher amount and would support the Assessor's opinion of value; however, that sale was also not included as a comparable property because it was sold past the valuation date for tax year 2014. Mr. Huffer clarified that none of the Assessor's sale comparables had sales dates past January 1, 2013.

In summary, the valuation amounts for each of the subject properties increased from tax year 2013 to tax year 2014 because Gila County removed a Subdivision Code Violation for properties located within Strawberry Ridge Estates. Due to the removal of the Code Violation, the parcels are valued based on comparable sales. The one comparable sale property that was submitted by Mr. McCall, parcel number 301-59-056, could not be used because it was sold during the time the Subdivision Code Violation was in effect; therefore, a building permit could not be issued on this property. The subject properties were valued by the Assessor's Office as follows: 1 acre lots and larger are valued at $22,519 per acre; and all lots under 1 acre, except parcel number 301-59-081, are valued at a "site value" of $21,675. Parcel number 301-59-083, the smallest of the lots, is valued less at a site value of $19,926.

At this time pictures of the subject properties and the Assessor's sale comparables were handed out and reviewed. Mr. Huffer stated the sales date, sale price, parcel size and price per acre for each of the Assessor's sale comparables and the petitioner's sale comparable.

Mr. McCall expressed a concern that the Assessor's sale comparables are not as heavily sloped as the subject properties; therefore, they would have a higher value. He also commented that the Assessor's sale comparables have a lot more pine trees than the subject properties. The slope and geography of each property was then reviewed. Mr. Huffer advised that he has visited most of these properties except a couple that are located on Tomahawk Road, and he believes they are all heavily sloped, except possibly lot -032D. Vice-Chairman Martin's opinion from looking at the pictures was that the Assessor's sale comparables are much less sloped than the subject properties. Mr. McCall stated that the size variation between the subject properties and the Assessor's sale comparables are "so dramatic" that a price per acre should not be used. Mr. Huffer referenced a point earlier in this conversation when Mr. McCall agreed to valuing the properties on a price per acre. Mr. Huffer stated that a price per acre is a standard unit of measure and it is a typical methodology that is used to appraise properties. He acknowledged that the properties vary greatly in size.

Vice-Chairman Martin suggested that each Board member and staff visit the location of the subject properties and the Assessor's sale comparables before a decision would be made to which the other Board members agreed.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously continued this agenda item to October 8, 2013, at 10:00 a.m.

There being no further business to come before the Board of Equalization, Chairman Pastor adjourned the meeting at 4:03 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA

Date: October 8, 2013

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marian Sheppard Clerk of the Board
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV from Payson); John D. Marcanti, Supervisor; Deborah Hughes, Assessor; Larry Huffer, Chief Appraiser; and Marian E. Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER

The Gila County Board of Equalization met at 10:00 a.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 Real Property Valuation that was submitted by D. McCall for Strawberry Ridge Estates for tax parcel numbers 301-59-057, 301-59-073 through 301-59-075, 301-59-077 through 301-59-084, and 301-59-088 through 301-59-096.

For the record, this agenda item was continued to this date by a unanimous vote of the Board of Equalization (BOE) on October 1, 2013.

Chairman Pastor announced that D. McCall, the petitioner, would participate in the hearing by phone. Vice-Chairman Martin also asked that the record reflect that Mike Harper, who is Mr. McCall's attorney, was also present at the hearing in the County's Payson office.

Mr. McCall stated that due to the steepness and usability of the lots, he feels that the subject parcels of land should be appraised separately. He also added that there is a sign posted in the subject area and it puts perspective buyers on notice that the area is not yet a buildable subdivision. For the record: That sign was erected by the County when a Code Violation was issued for the

subdivision and the moratorium on building has since been removed. The road is now a County maintained road. Chairman Pastor responded by stating that the only signs he saw in the area were a County road information sign and some realtor signs; however, he advised that County staff could go to the location and take a picture of the sign. Larry Huffer, Chief Appraiser, advised that he has a picture of the sign that Mr. McCall referenced, and he would provide a copy of it to the Board after the meeting.

Mr. Huffer acknowledged the efforts made by Board members to physically view the lots before today's hearing, which was agreed to by the BOE at its October 1st meeting. He handed out an updated summary sheet which contains the full cash values for the Assessor's sale comparables, petitioner's sale comparable, summary of values per acre, and remarks from the Assessor's Office. He emphasized that the full cash values placed upon the subject properties by the Assessor are based on comparable properties that have sold in the area. Mr. Huffer advised that this is a multiple parcel appeal and he proceeded to review the Assessor's sale comparables. He advised that parcel 301-03-032D has been removed as one of the Assessor's sale comparables after further review. As a result of that change, the median value per acre has been reduced from $26,923 to $26,643. Mr. Huffer stated that the Board now has to make the determination of the values based on the information presented and their site visit. He pointed out that it is interesting that parcel 301-59-039 sold for $40,000 in July 2011, and the sales price on that parcel at present is $84,000. He reviewed information on a few of the subject parcels. As an example, he pointed out that the Assessor's opinion of full cash value on parcel 301-59-057 is $23,420, whereas the petitioner's opinion of full cash value on that parcel is $2,696. The variances for the remaining parcels were close to the same numbers.

Mr. McCall asked Mr. Huffer if he visited the site with any of the Board members to which Mr. Huffer replied that he accompanied Supervisor Marcanti on the site visit. Deborah Hughes, Assessor, and Joe Williams, Appraiser, accompanied Chairman Pastor.

Mr. McCall advised that he has a problem with the comparable properties that were chosen by the Assessor being compared with the subject properties due to the size and usability. He believes that there isn't any way to get parking spaces off the public road for any of the houses on the subject lots, especially the higher lots. He added that the Assessor's comparable properties contain pine trees and buildable lot pads whereas the subject properties don't have them. Mr. Huffer addressed the issue of pine trees and stated that an owner of any of the subject properties would have a great view, and if some pine trees got in the way of the view, it would only take removing a few to have a great view.

Supervisor Marcanti stated that he looked at the properties and his only concern is 4 parcels, namely parcels 301-59-057, 301-59-082, 301-59-082, and 301-59-084. The slopes of those lots are extreme, so he feels they are not worth as much as the Assessor's full cash values. He believes that houses could be built upon any of these 4 lots; however, it would be difficult and expensive to do so. Vice-Chairman Martin agreed with Supervisor Marcanti. Chairman Pastor stated that he was unaware as to the amount of development in the area until he visited the site. He added that buyers are paying a considerable amount for the properties and building nice homes. He agreed with Supervisor Marcanti that most of the lots are buildable and he agrees that the BOE could look at making adjustments to those 4 properties; however, he agrees with the Assessor's valuations that were placed upon the remaining properties. Further discussion ensued on the subject properties. Mr. McCall expressed his appreciation to the BOE for considering a reduction on the full cash values of the 4 properties. He added that there are 3 other properties which he believes would fall into the same category and would require a reduction.

Mike Harper, D. McCall's legal counsel, was concerned that a reduction in the full cash value was being considered for only 4 of the subject properties due to possibly being unbuildable because all of the properties have steep grades. He supported Mr. McCall's recommendation that the BOE should value each property separately. He also addressed the sign and stated that it needs to be removed immediately because it states that there is a violation and anyone reading it would think that all of the lots are unbuildable.

Deborah Hughes, Assessor, agreed that any road signs which refer to the road not meeting County standards and not being accepted as a County maintained roadway needs to be removed. With regard to the 4 properties, she stated that she would recommend lowering the full cash value on parcels -083 and -084 by $10,000 each, and lowering the full cash value on parcels -057 and -082 by $5,000 each. Supervisor Marcanti suggested lowering the full cash values on all 4 parcels by $10,000 each. Chairman Pastor stated that he would agree to the recommendations of the other two Board members. Vice-Chairman Martin agreed with the recommendation on the 4 lots, and she stated, "There are other lots to look at, but not today. Those 4; it's a fairly good compromise."

Mr. Harper stated that the proposal would be to lower the values of the 4 lots by $10,000 each because they would be declared unbuildable. He added that at the time the County code violation was in place, the subject properties were valued under $5,000 whereas now the proposal is to reduce the 4 properties by $10,000 which would only lower the values to approximately $13,000 each. He stated, "You've got 2 different reasons that the lots are unbuildable. To me, if it's unbuildable because it's a subdivision violation or it's unbuildable because it's too steep, you know the valuation would be the same. To me, the value should be down in the range to where they were before."

Chairman Pastor reiterated that it is his opinion that most of the lots are buildable and he didn't want a statement to be included in the Board's motion that the full cash values are being reduced on the 4 properties because they are unbuildable. He said that those 4 properties have been reevaluated, so the BOE would be willing to reduce the values at this time as a compromise. He stated, "Who knows? Somebody could build on them." He also added that some of the homes in that area have been built on very steep slopes.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously lowered the values by $10,000 each from the full cash values placed by the Assessor on parcel numbers 301-59-057, 301-59-082, 301-59-082, and 301-59-084; and further, the Board upheld the Assessor's opinion of value on the remaining subject parcels for tax year 2014.

Steve Stratton, Public Works Division Director, advised that he would look into the issue of the sign and it would be immediately removed if it did have something to do with the County's Code violation as that is no longer in effect.

There being no further business to come before the Board of Equalization, Chairman Pastor adjourned the meeting at 10:34 a.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

ARF-2129 **Consent Agenda Item 4. O.**

Regular BOS Meeting

Meeting Date: 10/22/2013

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 9-20-13; 9-27-13; and 10-4-13

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 9-20-13; 9-27-13; and 10-4-13.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of September 16, 2013, to September 20, 2013; September 23, 2013, to September 27, 2013; and September 30, 2013, to October 4, 2013.

Attachments

County Manager Approved Contracts Under $50,000 for Weeks Ending 9-20-13; 9-27-13; and 10-4-13

Professional Consulting Services No. 081613 with Loyola Associates

Service Agreement No. 090613 with Stanley Security Solutions

Service Agreement No. 091013 with Earthquest Plumbing, Inc.

Professional Services Agreement No. 080913-2 with Barbara Stone

Service Agreement No. 091113 with Noble Building LLC

Service Agreement No. 091813-1 with Mountain Retreat Builders

Service Agreement No. 091813-2 with Mountain Retreat Builders

Service Agreement No. 091813-3 with Mountain Retreat Builders

Service Agreement No. 091813-4 with Mountain Retreat Builders

Service Agreement No. 091813-5 with Mountain Retreat Builders

Service Agreement No. 091813-6 with Mountain Retreat Builders

Service Agreement No. 091813-7 with Mountain Retreat Builders

Document Conversion Contract 091413 with Lin-Cum, Inc.

Amendment #4 to Contract No. 091413-1 with Lin-Cum, Inc.

Memorandum of Understanding with eRecording Partners Network, LLC

Memorandum of Understanding with Nationwide Title Clearing

Konica Minolta Service & Maintenance Agreement

Professional Services Agreement No. 080913-4 with North Country Healthcare

Service Agreement No. 090413-2 with Hold Communications

Extended Warranty Agreement with MegaTronics International Corp.

Amendment No. 2 to Contract 060613 with TD Government Solutions

Amendment No. 1 to Service Agreement No. 040313 with Mary McMullen

Amendment No. 2 to Professional Support Agreement No. GILA-GXY-GL01 with CommVault

Amendment No 2 to Professional Services Agreement No. HG854246-2 with Lori Burke, RN, FNP

Estimate No. 1-R8B2VH with Tyco Integrated Security

Service Agreement No. 092513 with Stanley Convergent Security Solutions, Inc.

Service Agreement No. 090313-1 with Michael Wright Real Estate Appraisal

Maintenance Agreement with Interstate Electronics for Schools

Amendment 1 to Contract 051613 with C&M Communications

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

September 16, 2013 to September 20, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
081613 Loyola Associates	Professional Consulting Services Contract No. 081613 Consulting Services for Conducting a Work Session for the Gila-Pinal Workforce Investment Board	Not to exceed $5,000.00	6-1-13 to 9-30-13	9-30-13	Expires	Loyola Associates will provide, but not limited to, workshops to the Gila/Pinal Workforce Investment Board. These workshops will teach the WIB members how to be more efficient and effective in Board Meetings and assignments.
090613 Stanley Security Solutions	Service Agreement No. 090613 Payson Courthouse Security	Not to exceed $5,094.83	9-18-13 to 9-30-13	9-4-13	Expires	After an initial contract had been executed to Stanley Security for the door security at the Payson Courthouse, two more doors were added per the request of the courts. This new contract is to cover the additional costs for the security for the two doors.
091013 Earthquest Plumbing, Inc.	Service Agreement No. 091013 Clean Out Overflow at Sewer Manhole at Globe Jail	$1,185.00	9-10-13 to 9-30-13	9-18-13	Expires	The sewer manhole at the Globe jail was overflowing and had to be cleaned out.
080913-2 Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C	Professional Services Agreement No. 080913-2 HIV Care and Services	Not to exceed $10,000.00	4-1-13 to 3-31-14	9-18-13	Option to renew for five (5) additional one (1) year periods	Contractor will provide HIV Care and Services for the Payson area.

September 23, 2013 to September 27, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
091113 Noble Building, LLC.	Service Agreement No. 091113 Weatherization Project No. HH#9515	$26,798.07	9-25-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for the recipients home. The need for the weatherization work to be done on the recipients home fits into the Housing Department's mission, "Improving the Quality of life for all residents, one life at a time" and vision "To live in a world where everyone is self sufficient".
091813-1 Mountain Retreat Builders	Service Agreement No. 091813-1 Weatherization Project No. HH#9401	$7,550.00	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#9401's home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".
091813-2 Mountain Retreat Builders	Service Agreement No. 091813-2 Weatherization Project No. HH#9019	$6,750.00	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#9019 home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".
091813-3 Mountain Retreat Builders	Service Agreement No. 091813-3 Weatherization Project No. HH#4860	$6,545.00	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#4860 home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".

September 23, 2013 to September 27, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
091813-4 Mountain Retreat Builders	Service Agreement No. 091813-4 Weatherization Project No. HH#9301	$9,800.00	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#9301 home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".
091813-5 Mountain Retreat Builders	Service Agreement No. 091813-5 Weatherization Project No. HH#8809	$9,875.75	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#8809 home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".
091813-6 Mountain Retreat Builders	Service Agreement No. 091813-6 Weatherization Project No. HH#9243	$11,400.00	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#9243 home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".
091813-7 Mountain Retreat Builders	Service Agreement No. 091813-7 Weatherization Project No. HH#8543	$9,400.00	10-1-13 to 6-30-14	9-25-13	Expires	The purpose of this weatherization project is to improve quality of life, reduce utility costs, and improve the health and safety for HH#8543 home. The need for this weatherization project fits into the Housing Departments mission, "Improving the quality of life for all residents, one life at a time".

September 23, 2013 to September 27, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
091413 Lin-Cum, Inc.	Document Conversion Services Contract No. 091413	$32,209.78	7-1-13 to 6-30-14	9-25-13	Expires	Contractor will provide document conversion services for the Clerk of Superior Court. The contractor will pickup and prepare records for filming; documents are usually prep-prepared; staples removed, etc. Microfilm archival-process and QC. Microfiche-jacket, title and index. Store original microfiche jackets in Lin-Cum vaults, for offsite backup and disaster recovery.
091413-1 Lin-Cum, Inc.	Amendment No. 4 to Contract No. 091413-1	$5,000.00	9-15-13 to 6-30-14	9-25-13	Expires	Contractor will provide document conversion services for the Clerk of the Board. The contractor will pickup and prepare records for filming; documents are usually prep-prepared; staples removed, etc. Microfilm archival-process and QC. Microfiche-jacket, title and index. Store original microfiche jackets in Lin-Cum vaults, for offsite backup and disaster recovery.
eRecording Partners Network	Memorandum of Understanding	N/A	N/A	9-25-13	Expires	This will allow eRecording Partners Network, LLC to electronically transfer documents for recording and the fees that are associated with it.
Nationwide Title Clearing	Memorandum of Understanding	N/A	N/A	9-25-13	Expires	This will allow eRecording Partners Network, LLC to electronically transfer documents for recording and the fees that are associated with it.
Konica Minolta	Service & Maintenance Agreement	$677.04	7-1-13 to 6-30-15	9-25-13	Expires	Service & Maintenance Agreement for the Bizhub423 copier in the Juvenile Detention Department.

September 23, 2013 to September 27, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
080913-4 North Country Healthcare	Professional Services Agreement No. 080913-4 HIV Care and Services	Not to exceed $6,000.00	4-1-13 to 3-31-14	9-25-13	Option to renew for five (5) additional one (1) year periods	Contractor will provide HIV Care and Services for the Payson area.
090413-2 Hold Communications	Service Agreement No. 090413-2 Globe and Payson Court Network/Video Cabling	$2,345.63	9-25-13 to 10-31-13	9-25-13	Expires	Contractor will install local court network cabling for connectivity. Provide new locations for hardwire connectivity for laptops. Install new cable drop for Clerk's remodeling of front counter.

September 30, 2013 to October 4, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
MegaTronics International Corp.	MegaTrak Extended Warranty Agreement	$4,285.00	9-1-13 to 8-31-14	10-2-13	Expires	Contractor will provide extended warranty for the fuel maintenance system utilized by the County. Fuel access MCU on all fuel tanks and service trucks.
060613 TD Government Solutions	Amendment No. 2 to Professional Services Contract No. 060613 Operational Review Consultant	$20,000.00	10-1-13 to 12-31-13	10-2-13	Expires	Contract expires 09-30-13. Amendment No. 2 will extend the contract term to December 31, 2013 per the County Managers request. Contractor to provide operational reviews as needed to do research, collect information, interview County staff and present findings and recommendations to Gila County.

September 30, 2013 to October 4, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
040313 Mary McMullen	Amendment No. 1 to Service Agreement No. 040313 WIC High Risk Counseling-Registered Dietician	$23,500.00	10-1-13 to 9-30-14	10-2-13	Expires	The Gila County Department of Health and Emergency Services, through the Grant for the Women, Infant and Children Program, is required to have a Registered Dietician to provide high risk counseling to WIC participants. The contract expires on September 30, 2013. Amendment No. 1 will extend the contract to September 30, 2014, and reduces the number of days required for out of town training from 7 days to 3 days.
GILA-GXY-GL01 CommVault Systems, Inc.	Amendment No. 2 to Professional Support Agreement No. GILA-GXY-GL01	$19,846.98	11-12-13 to 11-11-14	10-2-13	Expires	CommVault is responsible for providing all of the backing up and restoring of data that the County maintains. This includes, email, SQL, databases such as those for New World and Recorders and department data such as the "I" drive.
HG854246-2 Lori Burke, RN, FNP	Amendment No. 2 to Professional Services Agreement No. HG854246-2 Family Planning Consulting & Well Child Examination Services	$7,500.00	1-1-13 to 12-31-13	10-2-13	Option to renew for one additional one year period	Reduce current contract amount from $15,000 to $7,500, due to decreases in the State contract.
1-R8B2VH TYCO Integrated Security	Security Equipment for Globe Treasurer's Office	$5,769.98	10-4-13 to 10-3-14	10-2-13	Expires	Contractor shall provide material and labor for the installation of security cameras in the Gila County Treasurers office in Globe, AZ.

September 30, 2013 to October 4, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
092513 Stanley Convergent Security Solutions, Inc.	Service Agreement No. 092513 Access Card Software Management	$2,178.05	10-2-13 to 10-31-13	10-2-13	Expires	Access card system was not responding to card activation or de-activaction. An emergency repair was required.
090313-1 Michael Wright Real Estate Appraisal	Service Agreement No. 090313-1 Appraisals for Various Parcels in Winkleman and Hayden, AZ	$1,200.00	10-2-13 to 10-15-13	10-2-13	Expires	Contractor will perform appraisals on the following: Parcel 101-12-112, Winkelman, AZ, Parcel 101-10-029, Hayden, AZ, Parcel 101-07-162, Hayden, AZ and Parcel 101-09-063, Hayden AZ.
AOED011005295 Interstate Electronics	Maintenance Agreement for BizHub C360 copier for Gila County School Superintendent office	$1,464.00	8-23-13 to 8-22-14	10-2-13	Automatically renews unless cancelled by either part	Maintenance Agreement includes all parts and labor, excluding damages caused by misuse, abuse or negligence. Includes all consumable supplies, except paper and staples.
051613 C&M Communications	Amendment No. 1 to Service Agreement No. 051613 Replace Damanged Antenna on Mt. Ord and Install New Antenna on Signal Peak	$4,637.20	9-4-13 to 13-30-13	10-2-13	Expires	Amendment No. 1 will extend the term of the contract from September 3, 2013 to November 30, 2013 for the installation of new antennae and feed line on existing radio communication towers on Signal Peak and Mount Ord in place of failed antennae, for purposes of relaying radio telemetry data for the flood warning system.

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

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TTY: 7-1-1

PROFESSIONAL CONSULTING SERVICES

CONTRACT NO. 081613

CONSULTING SERVICES FOR CONDUCTING A WORK SESSION FOR THE GILA-PINAL WORKFORCE INVESTMENT BOARD

THIS AGREEMENT, made and entered into this 18TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and **Loyola Associates** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT.**

WITNESSETH: That the **Consultant**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Consultant will perform consulting services as directed by Malissa Buzan, Gila County Community Services Director. The tasks to be performed include but are not limited to:

1. Participate in personal, telephone and email communications with Community Services Director and other staff as requested.
2. Research and analyze federal and state legislation, federal regulations, State of Arizona Plans, Policies and Directives, program reviews and audits in preparation for meetings and WIB facilitation.
3. Attend meetings as requested by Community Services Director. These may include, but are not limited to, meetings with the Department of Economic Security, Arizona Commerce Authority, local elected officials, non-profits and community leaders.
4. Attend Board of Supervisors meetings or other meetings as requested by Community Service Director.

5. Assist in developing Agenda, Power Point Presentations and facilitate Pinal-Gila Workforce Investment Board Work Session to be scheduled by Community Services Director.
6. Within two weeks of the WIB Work Session, prepare and submit a written report with summaries and recommendations as necessary.
7. Participate in a debriefing conference call to be scheduled by Community Services Director.

The Consultant warrants that the performance of the Services and the use of any deliverables under this contract will (a) comply with all applicable laws, rules, orders and regulations; and (b) will not violate or infringe any patent, trademark, copyright, or any other proprietary right of a third party.

The Consultant understands that information and records provided to or made available about Participants in and clients of services of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees, will not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of Gila County.

ARTICLE II – SCHEDULE AND FEES: Discounted rate of $1,000 for Work Session, plus expenses related to WIB Work Session, including any additional meetings and reports, as required, by the Community Services Director. In the event additional meetings and reports are required outside of the above "Scope of Services" refer to Attachment "A" to Professional Consulting Services Contract No. 081613, by mention made a binding part of this agreement as set forth herein, for rates. In no event, shall the total amount of this contract exceed **$5,000.00** without prior written approval of the County.

ARTICLE III – INDEMNIFICATION CLAUSE: Consultant 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 Consultant 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 Consultant 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 Consultant from and against any and all claims. It is agreed that the Consultant 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 Consultant 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 Consultant for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: **Consultant** hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to **Consultants** employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). **Consultant** shall further ensure that each subcontractor who performs any work for **Consultant** under this contract likewise complies with the State and Federal Immigration Laws.

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

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

Consultant shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

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

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.** If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The **Consultant** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Consultant:**

a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
d. Discontinues the prosecution of the work; or
e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
g. Makes assignment for the benefit or creditors.
h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

ARTICLE VIII – CONTRACT PERIOD: Contract shall commence on June 1, 2013, and be in effect through September 30, 2013.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization amount of **$ 5,000.00**. Additional work, as authorized, will be performed per Attachment "A" to Professional Services Contract No. 081613.

Invoicing to be submitted to the County as work warrants, but not more often than once a month. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, two (2) identical counterparts of this Professional Consulting Services Contract No. 081613, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Consultant**, the **County** agrees to pay the **Consultant** amount of not more than **$5,000.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 081613

GILA COUNTY:

Don E. McDaniel Jr., County Manager 9/18/13

LOYOLA ASSOCIATES:

Signature of Consultant

JOSE GABRIEL LOYOLA

Print Name

APPROVED AS TO FORM:

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

ATTACHMENT "A" TO PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 081613

LOYOLA Associates
(EIN 43-1986257)
1310 West Campbell Ave.
Phoenix, AZ 85013

602.277.9278 Voice 602.277.9282 Fax

JGLOYOLA@cox.net

Short-Term Contract Rate

BUDGET DESCRIPTION	BUDGET CALCULATION
Cost Per Hour	$125.00/Hour Max $1,000.00/day
Travel	$.55 per mile
Lodging	Government Rate, if applicable and with prior approval

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
Phone (928) 402-8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 090613
PAYSON COURTHOUSE SECURITY

THIS AGREEMENT, made and entered into this 18TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Stanley Security Solutions**, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 Public Works 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. 090613, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 090613, 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@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– 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: Contract shall be effective on the date it is awarded and be in full force and effect through September 30, 2013.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$5,094.83** 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. 090613 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: 9/18/13

STANLEY SECURITY SOLUTIONS

Signature

Michael Rabel

Print Name

GILA COUNTY
714 S BEELINE HWY
PAYSON, AZ 85541

Stanley CSS
4666 S Ash Ave
Tempe, AZ 85282

Proposal Generated: 7/17/2013

Qty	Description	Part Number	Unit Price	Total Price
1	Sentrol 1" Steel Door Recessed Contact wire leads	SR-1078(G,M,N)	$11.79	$11.79
1	iCLASS RP15 multiCLASS™ Read Only Multi Technology Reader, HID/AWID, Indala or EM4102 Prox, iCLASS & FIPS201 Technologies	HID-6145	$348.20	$348.20
2	Door Hardware: Schlage electrified Leverset w/ RQE RHO	ND80PDEURHO 626REX	$729.40	$1,458.80
3	Door Hardware: Door cords	SN-TSBC	$31.03	$93.09
2	Door Hardware: hard switch dummy egress bars for mag lock	8099-M2-3136	$450.84	$901.68
1	Relays/Timers: Mullion mount pneumatic button	PN5-111	$401.60	$401.60
1	Relays/Timers: Jamb Style Push Plate Switch (handicap access button)	M6-59JH	$73.78	$73.78
	Equipment Total			**$3,288.94**

	Total Price
Labor Total	$1,569.06
Subcontractor	$0.00
Account Administration	$0.00
Labor & Additional Total	**$1,569.06**
Tax	**$236.83**
Actual Install Sale Price	**$5,094.83**

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. 091013

CLEAN OUT OVERFLOW AT SEWER MANHOLE AT GLOBE JAIL

THIS AGREEMENT, made and entered into this 18TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Earthquest Plumbing, Inc.**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Management 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. 091013, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091013, 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@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– 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 September 10, 2013 and remain in effect through September 30, 2013.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$1,185.00** 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. 091013 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: 9/18/13

EARTHQUEST PLUMBING, INC.

Signature

Timothy W. Haas

Print Name

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501

Invoice

RECEIVED
SEP 11 2013
FINANCE

Date	Invoice #
9/11/2013	648215-885A

Bill To
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

P.O. No.	Terms	Project
GILA JAIL	Due on receipt	

Quantity	Description	Rate	Amount
9	Plumber labor- SNAKED MAIN SEWER FROM MANHOLE, RETRIEVED NUMEROUS UNIFORMS, ABOUT 4 GARBAGE BAGS RETRIEVED, CHASED TO SECOND MANHOLE ACROSS CREEK, WAS ABLE TO SET UP TEMP. BARRIER IN THIRD MANHOLE TO RETRIEVE REMAINING UNIFORMS.	45.00	405.00
3	GENERAL SNAKE	60.00	180.00
6	ELECTRIC EEL MUNICIPAL 1" MACHINE- GILA DISCOUNT- NORMAL RATE $150.00	100.00	600.00
	Sales Tax	8.60%	0.00
		Total	$1,185.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

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

GILA COUNTY
www.gilacountyaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT 080913-2
HIV Care and Services

THIS AGREEMENT, made and entered into this 1st day of April, **2013**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C**, of the Town of Lakeside, County of Navajo, State of Arizona, hereinafter designated the **Subcontractor**.

WITNESSETH: That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No.* ADHS13-040496.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they posses experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing mental health care. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Assess and treat behavioral health issues, particularly those associated with an HIV diagnosis. These health issues include, but are not limited to the following:
    - Depression
    - Anxiety
    - Grief
    - Guilt
    - Fatigue
    - Isolation
    - Fear and Abandonment
    - Resentment and Anger
    - Sleep/Appetite changes
4. Provide counseling to patients and their partners related to general living with HIV, relationships, substance abuse, and preventing HIV transmission.
5. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
6. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

GENERAL SCOPE

Reports and Records

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than $1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

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

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

Subcontractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

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

ARTICLE X – TERM: The term of the contract shall commence on April 1, 2013 and continue in full force and effect up through and including March 31, 2014, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five (5) 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 XI – PAYMENT: Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment *exceed* ***$10,000.00*** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

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

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

9/18/13

Don E. McDaniel Jr.

SUBCONTRACTOR

Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C

Print Name

APPROVED AS TO FORM:

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

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Mercanti, District III
1400 E. Ash St. Globe, AZ. 85501
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GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091113

WEATHERIZATION PROJECT NO. HH#9515

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of **Payson**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9515, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091113, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091113, by mention made a binding part of this agreement as set forth herein.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroj@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– 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 June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by Contractor upon fifty percent (50%) of project completion. The final invoice for third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 091113 is for a total flat fee amount of **$ 26,798.07 ,** 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. 091113 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: 9/25/13

NOBLE BUILDING LLC

Signature

J. Byron Tanenhaus

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

RESPEC
Work Summary

Case Number: HHS515

BID TOTAL $: [illegible]

Property Information:

831 S. Tonto Creek Drive
Payson AZ 85501

Jurisdiction: Gila County
Target Area: Rye and Beeline Hwy.
Census: 3
Owner:
Atkinson Sarah
831 S. Tonto Creek Drive
Payson AZ 85501
Phone: (928)472-9170
Mobile:

BID OPENING DATE

CONTRACTOR INFORMATION

Name: [illegible]
Address: [illegible]
Voice: [illegible]
Fax:
email: [illegible]

Contractor Signature: [illegible] Date: [illegible]

Mobile Home
Unit Info:

Single Family Owner
Atkinson Sarah
831 Tonto Creek Drive
Phone: (928)472-9170 Work Phone:

AZS Funding 9,306.56
City of Globe 8,453.75
WMA 2,000
Gila County 8,873.75

RESPEC Estimate Report Case#: HH9515

Interior | Mobile Home | Single Family |House |General Requirments

1 0000000000 0 NA 0 $ 500

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, FLOOD PLANE and Gila County Codes.

2 0000000001 0 NA 0 $ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 0000000002 0 ea 0 $ 0

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

4 0000000003 0 1 0 $ 0

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.s.

Interior | Mobile Home | Single Family |House |Foundation

5 0080020022 0 NO 0 $ 3000

General repair

Due to Flood plane requirements and Permit # FP1202-013 : the Mobile Home will need to be raised in elevation 6 inches from current elevation of 2847.96 to above 2848.46 and leveled at that elevation. All utilities (include; water supply and drain including gray water, propene, electrical, phone, and cable) will also be reconnected to home at new elevation. All must meet code and be approved be flood plane and building inspectors.

Interior | Mobile Home | Single Family |House |Water Heater

6 0130060002 0 NO 0 $ 2000

Replace Hot Water Heater

Remove and dispose of old unit and Replace floor install new 30 gallon energy-efficient unit to code.

1) Include new shut off valve.
2) Install with new water flex lines.
3) Install a drain line from the pop-off valve to below the floor level, then horizontally in sight
4) Install to include dielectric unions

RESREC Estimate Report Case#: HH9515

5) Install a new gas flex line.
6) Install new flue pipe

Interior | Mobile Home | Single Family |House |Exterior Trim

7	0010060014	0 LF	0	$ 2124.00

Install Skirt

Install vinyl skirting completely around mobile home, with proper ventilation requirements make sure to extend the hose bib to the exterior of the skirting, and approved materials for flood plane usage.

Interior | Mobile Home | Single Family |House |Site

8	0010070007	0 SF	0	$ 18011.72

Install Porch Structure

Remove current ramp and stairs in back include any material related to old structures.
Build a set of stairs with a approved landing and hand rails for back door.

Build a new 4x8 foot landing from front entrance to the west with stairs, and on the east side add a 4' wide ADA ramp with a 4x8 landing and returning west to complete the length need to meet the 1" per foot rise requirement.
Roof cover over 4x8 Landing with eves
All ramps and stairs will need to have handrails and meet flood plane requirements.
All wood will need to be a pressure treated

Total for: House $ 25,695.72

Total for: TAX $ 1,102.35

Job Total Cost: $ 26,798.07

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. 091813-1

WEATHERIZATION PROJECT NO. HH#9401

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9401, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-1, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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– 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.

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

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 October 1, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$7,550.00** 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. 091813-1 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: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

Print Name

Jimmie Shay
HH# 9401

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$ 2000.00	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

DOE/WAP

2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
2000.171 4320.84	LHP12_93 02_03	$ 4,500.00	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	$_____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	$_____	APS Admin
2000.171_4320.84	APS13_03 04_03	$ 1050.00	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE for

SCOPE OF WORK

DATE----9-16-2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR HH # 9401

	DESCRIPTION		AMOUNT
	1) Remove and replace Furnace, Seal cabinet and plenum, then install a 60Kbtu 95% efficient NG forced air unit complete with intake and flue vents and new gas valve and flex. 2) Seal all duct work to meet wap standards of .5 pa. or less per register totaling 700 cfm insulate ducts with a min. r-8 insulation. 3) Remove 2 roof mounted Evap Coolers and jacks from the roof patch roof and ceiling then insulate remaining ducts. 4| Insulate Attic to a R-38 Drill and Fill thru roof patch and entries and Kool coat all patches. 5) Infiltration, Seal water heater cabineq and home removing 2000 cfm of infiltration. 6) Install a variable speed exhaust fan to our 58 CFM requirement 7| Replace water heater with one Gila county provides, After sealing cabinet. Make sure new unit meets wap guidelines with new gas valve flex lines ventilation and draft on flue.		
	TAX Included	TOTAL	$ 7,550.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091813-2

WEATHERIZATION PROJECT NO. HH#9019

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9019, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-2, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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– 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 on October 1, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$6,750.00** 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. 091813-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

Print Name

Sandra Velarde
HH# 9019

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$1357.81	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

DOE/WAP

2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
2000.171 4320.84	LHP12_93 02_03	$1750.00	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	$3000.00	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	$_____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	$_____	APS Admin
2000.171_4320.84	APS13_03 04_03	$642.19	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE for

SCOPE OF WORK

DATE----9-16-2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR
HH # 9019

	DESCRIPTION		AMOUNT
	Item DESCRIPTION Replacing the existing furnace with a 95% 48K Btuh furnace' Reducing duct leakage bY 400cfm Reducing infiltration by 600% Repairing duct insulation to R-9 Repairing Health and safety problems: Install water heater cabinet Evaporative cooler Service and Repair old roof jack Repair electrical problems in 2 area Tax INCLUDED		
		TOTAL	$ 6,750.00

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Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091813-3

WEATHERIZATION PROJECT NO. HH#4860

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#4860, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-3, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-3, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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– 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 on October 1, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$6,545.00** 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. 091813-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

John O'Donnell

Print Name

Sherry Uhl
HH# 4860

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$ 345.00	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

DOE/WAP

2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
2000.171_____	LHP12_93 02_03	$ 4500.00	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_04	$ 500.00	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	$ 1200.00	APS Admin
2000.171_4320.84	APS13_03 04_03	$_____	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE for

SCOPE OF WORK

DATE----9-16-2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR
HH # 4860

	DESCRIPTION		AMOUNT
	For HH# 4860 1) Remove and replace Roof mounted evap cooler with a aspen pad unit complete; with a new water line, and shut off, and install a cookie sheet. 2I Seal all ducts approximately 500 cfm @ 50 3) Do a full service on roof mounted furnace also repair or install a cookie sheet for this unit and leave a case of filters showing home owner how to replace. 4I Insulation: install a R-38 fiber glass blow in, insulation above the existing. 5) Install a constant run fan to meet ASHRAE 62.2 requirements use the calculator that we provided for you and install a variable speed fan with a switch to meet the requirements		
	Tax Included		$ 6,545.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091813-4

WEATHERIZATION PROJECT NO. HH#9301

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#9301, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-4, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-4, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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.

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

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

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ARTICLE 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 October 1, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$9,800.00** 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. 091813-4 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: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

Print Name

Latisha Moreno
HH# 9301

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$_____	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

DOE/WAP

2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
2000.171 4326.84	LHP12_93 02_03	$ 4500.00	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	$_____	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	$_____	APS Admin
2000.171_4320.84	APS13_03 04_03	$ 5300.00	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE for

SCOPE OF WORK

DATE----9-16-2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR H H # 9301

	DESCRIPTION		AMOUNT
	1) Infiltration: Remove 100 Cfm 50 from home. 2) Duct sealing Remove 400 Cfm 50 from upper and lower ducts. 3) Roof insulation blow in a R-38 4) Mobile home belly insulation needs to be a R-30 5) Install a t.5-2 ton ac unit to the existing furnace with a new thermostat 6) Remove the existing Evap cooler remove the roof jack and seal the roof and insulate the old duct include capping off the registers inside. 7l Water heater cabinet repairs Replace both gas valves and flex.lines to the water,heater and the stove, keep in mind that the stove needs to have a solid line into the kitchen before a gas valve may be installed. Repair electrical outlet to meet code. Seal the cabinet and then install proper ventilation on the door. Install T&P for the water heater. 8) Install a ASHREA constant run exhaust fan at 46.6 cfm.		$ 9,800.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091813-5

WEATHERIZATION PROJECT NO. HH#8809

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#8809, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-5, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-5, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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– 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 on October 1, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$9,875.75** 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. 091813-5 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: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

Print Name

Jo Lynn Lavin
HH# 8809

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$_____	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

DOE/WAP

2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
2000.171_4320.84	LHP12_93 02_03	$ 875.75	LIHEAP/WAP Program Operations

SWG/WAP

2000.171_____	SWG12_93 03_01	$_____	SWG Admin
2000.171_4320.85	SWG12_93 03_03	$ 1875.00	SWG/WAP Program Operations
2000.171_4320.84	SWG12_93 03_03	$ 1125.00	SWG/WAP Health & Safety

APS/WAP

2000.171_____	APS13_03 04_01	$_____	APS Admin
2000.171_4320.84	APS13_03 04_03	$ 6,000.00	APS Vouchers

WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE for

SCOPE OF WORK

DATE----9-16-2013

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FOR
HH # 8809

	DESCRIPTION		AMOUNT
	Replace A/c unit and furnace with a 14 seer 2.5 ton unit and 68 kbtu 90+ afue to meet wap standards Seal all ducts approximately 500 cfm @ evap ductwork and fill with insulation' - infiltration reduce 600 cfm insulation: install R-38 fiber glass insulation above existing install a constant run fan to meet ASHRAE 62.2 requirements use the calculator that we provided wt a variable speed fan switch Repair broken window: Tax Included		
		TOTAL	$ 9,875.75

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1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091813-7

WEATHERIZATION PROJECT NO. HH#8543

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#8543, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-7, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-7, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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– 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.

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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 October 1, 2013 and remain in effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee amount of **$9,400.00** 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
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- Vendor Name and Address
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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. 091813-7 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: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

John Osborne

Print Name

AMBER HAYES
HH # 8543

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2000.171_____	URRD12_93 06_01	$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD12_93 06_02	$ 1,572.01	URRD VOUCHERS/INVOICES

PGCSC

2000.171_4320.81	PGC12_93 11_02	$_____	Minor repair – Srs./Cooler Program

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2000.171_____	DOE12_93 01_01	$_____	DOE/WAP Admin
2000.171_4340.61	DOE12_93 01_02	$_____	DOE/WAP Training
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Program Operations
2000.171_____	DOE12_93 01_03	$_____	DOE/WAP Health & Safety

LIHEAP/WAP

2000.171____	LHP12_93 02_01	$_____	LIHEAP/WAP Admin
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SWG/WAP

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WAP/SRP

2000.171_4320.84	WSRP12_03 08_02	$_____	WAP SRP Program Operations

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

ESTIMATE for

SCOPE OF WORK

DATE----9-16-2013

TO:
Gila County Community Services Division
Westherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

FORHH # 8543

	DESCRIPTION		AMOUNT
	Work to Be Performed as follows A') Repairing the hole in the floor in the hallway' B') Repairing the electrical switches in the bathroom' C') Repairing the electrical connection to the cooler' D.)Fixing the sagging roof and addressing the problems with the shingles' E') Servicing and repairing existing evaporation cooler' Replacingtheexistingfurnacewithanewg5o/o4SKBTUHGasmobilehomefurnace' ReducinginfiltrationbyS0Ocfmaboutl8T0cfm,BAS=755). Reducing duct leakage by 90%. All existing ducts no higher than 1'0cfm' Adding a 45.3 ashrea continuous running Tax Included		
		TOTAL	$ 9,400.00

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 091813-7

WEATHERIZATION PROJECT NO. HH#8543

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of **Globe**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#8543, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

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

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 091813-7, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 091813-7, by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project. 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@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.

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GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/25/13

MOUNTAIN RETREAT BUILDERS

Signature

John Osborne

Print Name

AMBER HAYES
HH # 8543

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

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Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
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ESTIMATE for

SCOPE OF WORK

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FORHH # 8543

	DESCRIPTION		AMOUNT
	Work to Be Performed as follows A') Repairing the hole in the floor in the hallway' B') Repairing the electrical switches in the bathroom' C') Repairing the electrical connection to the cooler' D.)Fixing the sagging roof and addressing the problems with the shingles' E') Servicing and repairing existing evaporation cooler' Replacingtheexistingfurnacewithanewg5o/o4SKBTUHGasmobilehomefurnace' ReducinginfiltrationbyS0Ocfmaboutl8T0cfm,BAS=755). Reducing duct leakage by 90%. All existing ducts no higher than 1'0cfm' Adding a 45.3 ashrea continuous running Tax Included		
		TOTAL	$ 9,400.00

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LIN-CUM, INC.
3020 W. Windsor
Phoenix, AZ 85009
(602)233-1230
(800)224-1230
Fax (602)233-1393
e-mail lincum@lincum.com

DOCUMENT CONVERSION SERVICES CONTRACT No. 091413

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the document services described in the paragraphs below.

This agreement is made between Lin-Cum, Inc. and Gila County Clerk of Superior Court; 1400 E. Ash, Globe, Arizona 85501, herein referred to as "The Client". The terms and conditions, and pricing stated herein, may be applied to the same or similar projects performed for other departments or facilities of Gila County under this same agreement. However, any dissimilarities in document sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced. Quantities uses are based upon actual records LCI microfilmed during FY 2012-13. Indexing is based upon the fields agreed upon in previous years.

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I. APPLICATIONS:	ANNUAL EST. VOLUME	INDEX BY**
Case files; By Case Class (est. volumes based on files converted in 2012-2013)	See Section IV for breakdown	Date, Event Code, by Case Class

case files filmed 7/2013-6/2014 333,679 Pages/Images

Case Type, Case Number (including the year); Defendant and Plaintiff Names can be auto-populated

II. PROPOSED PROCEDURES – OPTIONS:

A. Microfilm to microfiche (previous procedure):

Pick up and prepare records for filming; documents are usually pre-prepared; staples removed, etc. Microfilm, archival-process and QC, to roll film, or microfiche-jacket, title and index, (depending upon Case Classes); store original microfilm rolls and/or microfiche jackets in LIN-CUM vaults, for offsite backup and disaster recovery.

LIN-CUM will have an authorized County Clerk of Superior Court representative sign a Certificate of Authenticity, (see attached copy) certifying that the records picked up are original documents or facsimiles thereof. When the document conversion is completed, the LIN-CUM technician signs the Certificate of Authenticity, and certification is so noted on the CD. A copy of this Certification will be provided to The Client. However, this certification is only valid for the records as they reside on the CD-R.

An Arizona DLAPR Certificate of Compliance shall also be completed by LIN-CUM, and submitted to The Client, for completion and forwarding to AZ DLAPR; (see attached example).

The original source document files shall be retained at LIN-CUM for up to 90 days, free, for the Client to verify and accept the CD-R files. At that time, at the discretion of The Client, the paper documents shall be shredded and certified-destroyed by LIN-CUM at the fee listed, or returned to The Client at the standard transport charge, or when the next pickup is scheduled at no charge.

III. DOCUMENT CONVERSION	UNIT PRICING
Pickup and delivery, maximum per trip*	$60.00
Set up, per application	NC
Document sort/preparation, if required; per hour	15.25
Microfilming – letter/legal size	.04
Microfilming – maps, drawings to 35mm microfilm; per sheet	.37
Scanning – standard size; high quality, simplex, 200 dpi; per image	.055
Scanning – maps, drawings, to standard formats; per sheet	1.10
Scanning-microfiche; to standard TIFF or PDF file format; per image	.08

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OCR image scanning for full-searchability; per image (PDF format)	.02
Microfiche-jacketing, titling and indexing; per jacket	.95
Duplicate Microfiche	.30
Scanned images copied and processed to archival microfilm; per image	.045
Microfiche jacket image scanning to electronic images	.08
Electronic indexing (6 fields per document)	.09
Compiling indexed files to CD-R and labeling	30.00
Duplicating (incl. retrieval software); per CD	15.00
Shredding and AZ DLAPR certified destruction; per 1.2 cu ft. box	5.00

*Maximum to be charged, per trip; may be less, as trip charges are apportioned to all clients serviced on the same trip.

IV. UNIT PRICING, EXTENDED TO ANNUAL ESTIMATED CHARGES:

2013-2014 files to be Microfilmed, or microfiche–jacketed (depending upon case class) Criminal, Civil, Divorce, Minor Dependency, Supplements, Transcripts

Description	Unit Price	Extended Price
333,679 Images Microfilmed	0.04	$13,347.16
8,296 jackets Indexed	0.95	7,881.20
8,296 Duplicate Jackets	0.30	2,488.80
10 microfilm rolls	8.00	56.00
Estimated pickup trips, (8), and product shipping	60.00	480.00
Est. shredding and certified destruction; (est. 120 boxes)	5.00	600.00
Estimated Total 2013-2014 files		$24,853.16
Estimated sales taxes (currently 8.3% of $24,853.16)		2062.81
Estimated total for 2013-14		**$26,915.97**
May 31, 2013 Outstanding Invoice (No. 21305050)		5,293.81
Grand Total		**$32,209.78**

The above totals are estimates only, based upon 2012-2013 volumes processed. Actual charges will be based on total images scanned/microfilmed and services performed. Applicable sales taxes are included, based upon current rate of 8.3%.

VAULT STORAGE: Is covered under a different Agreement, since the annual numbers of microfilm rolls, microfiche jackets that are archivally-stored increase year-by-year.

V. TURNAROUND PROPOSED

Standard scheduled turnaround for microfilming averages 8 hours per 3,000 images; for scanning averages 8 hours per 1,500 images. Therefore, the entire job could be done at one time, in approximately one week. Shorter turnarounds may be arranged as required. Access to records while in production is available upon customer-authorized request, with copies faxed to the requestor as needed. Records are stored for up to 90 days after filming/scanning, (free), to allow time for media approval. Records are then returned or destroyed, at the Client's request.

VI. QUALITY ASSURANCE

All jobs are quality checked at each stage; prep., filming/scanning, processing, titling and indexing, duplicating, and final. Film chemicals and film are tested at the beginning of every job and each roll. Only deep bath, five-stage processing is used, to assure longevity of the film. Any workmanship or material discrepancies are re-filmed/scanned at no charge.

VII. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM, INC., (LCI), is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

VIII. ARCHIVAL CERTIFICATION

Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with periodic recopying procedures, or recopied during technology migration, whichever comes first.*

*** LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;**
http://www.supreme.state.az.us/cot/Standards/Standards_default.htm

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Lin-Cum vault-stored electronic medial are inventoried by production date, and scheduled for re-write every five (5) years, to perpetuate archivability.

X. TERMS

Monthly invoices will be submitted for work completed during that period. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the work that was performed, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date, provided the work has been completed in a satisfactory manner, unless official notification has been provided by Gila County that the work as listed on the invoice has not been completed in a satisfactory manner.

This agreement will become effective on July 1, 2013, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM, INC. and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's document conversion services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles C. Cummins Jr.

Charles C. Cummins, Jr.

Title Vice President –Client Servicing

Date 9-17-2013

CLIENT ACCEPTANCE:

By Don E. McDaniel

Title County Manager

Date 9/25/13

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ATTACHMENT "A" TO DOCUMENT CONVERSION SERVICES CONTRACT NO. 091413

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."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.S11

AMENDMENT NO. 4

The following amendments are hereby incorporated into the contract documents for the below stated project:

GILA COUNTY CLERK OF THE BOARD
DOCUMENT CONVERSION SERVICES CONTRACT NO. 091413-1

LIN-CUM, INC.

Effective September 15, 2010, Gila County and Lin-Cum, Inc. entered into an agreement whereby Lin-Cum, Inc. agreed to provide document conversion services for the Gila County Clerk of the Board. The agreement expires September 14, 2013 and per the terms may be extended for an additional 12 month period.

Amendment No. 1 was executed on September 06, 2011, extending the term of the contract from September 15, 2011 to September 14, 2012.

Amendment No. 2 was executed on June 06, 2012, increasing the cost per image of the document microfilming, due to a rise in the price of silver halide.

Amendment No. 3 was executed on August 19, 2012, extending the term of the contract from September 15, 2012 to September 14, 2013.

Amendment No. 4 will extend the agreement from September 15, 2013, to June 30, 2014. Contractor will continue to bill for services pursuant to Page 2 of the Agreement, but in no event shall charges for the September 15, 2013 to June 30, 2014 extension exceed $5,000.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain the same during the term of the contract.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/25/13

LIN-CUM, INC.

Charles C. Cummins, Jr.

Vice President – Client Servicing

Title

888-325-3365
E-MAIL: support@erecordingpartners.net
WEBSITE: www.erecordingpartners.net

400 Second Ave S
Minneapolis, MN 55401

ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated 9/11 / 2013, is between eRecording Partners Network, LLC (ePN) and **Gila** ("County") located in **Arizona.**

ePN offers a national electronic recording service to function as a trusted third party for Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities to submit electronic documents to government entities for recording.

County desires to offer recording of real property documents by electronic transmission in substitution for conventional paper based documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties of the transactions.

For purposes of this Memorandum of Understanding, *Electronic Recording* is defined based on the level of automation and structure of the transaction. The three levels of automation are as follows:

- Level 1 Submitting organizations transmit scanned image copies of ink signed documents to the county. The County completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

- Level 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The County performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

- Level 3 Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the county and returned in Smart document format to the submitting organization.

888-325-3365
E-MAIL: support@erecordingpartners.net
WEBSITE: www.erecordingpartners.net

400 Second Ave S
Minneapolis, MN 55401

eRECORDING PARTNERS

Program Eligibility

Title Insurance Companies, Attorneys, Mortgage Bankers, Full Service Banks and other trusted entities may directly or through a trusted third party provider submit real property records for electronic recording. Electronic Recording mandates a close working relationship as well as mutual trust between the County and the submitting entity. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between ePN and the County to facilitate a safe and secure Electronic Recording relationship.

Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.

There will be no added fees or costs of any kind charged by the County for Electronic Recording.

County Requirements

The Electronic Recording Program of the County is defined by the requirements attached to this Memorandum of Understanding.

- ***Attachment A*** contains the document and indexing specifications for the Electronic Recording program. For each document, the County specific document code is provided along with the required indexing information. Any County specific editing rules will also be described in this attachment. ePN acknowledges that County will reject and return any transactions that do not meet the document and indexing specifications.

- ***Attachment B*** contains the processing schedules and hours of operation for the Electronic Recording Program. Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions. If the County system causes delays or power failures that interfere with the normal course of business, the County will notify ePN with a choice of using a courier service or waiting until the problem has been remedied.

- ***Attachment C*** provides the payment instructions for the Electronic Recording program. This form provides the account information for ePN to deposit payments via ACH into the County bank account.

888-325-3365
E-MAIL: support@erecordingpartners.net
WEBSITE: www.erecordingpartners.net

400 Second Ave S
Minneapolis, MN 55401

eRECORDING PARTNERS

ePN Responsibilities

ePN acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the document or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.

By use of electronic or digital certificates to sign documents, ePN intends to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed.

By use of electronic or digital certificates to sign documents, ePN intends to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

General Terms

The County will not incur any liability for the information electronically transmitted by ePN. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages.

The County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.Neither ePN nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the Electronic Recording transmission or receipt.

ePN and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

ePN Contact Information:

Pamela Trombo
eRecording Manager
888-325-3365 ext 11240
ptrombo@erecordingpartners.net

ePN Support
888-325-3365 ext 1
support@erecordingpartners.net

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

Legal Arizona Works 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.

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 subcontractor or retain a replacement subcontractor, (subject to County approval if MWBE preference 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 requirement 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 material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributed directly or indirectly to remedial action under this Article shall be responsibility of Firm. In the even 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.

Dated effective the date first written above.

GILA COUNTY

Don E. McDaniel, Jr., County Manager 9/25/13

eRecording Partners Network, LLC

Signature

Pamela Trombo, eRecord Manager
Print Name/Title

Approved as to form:

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

Attachment A

Receiver's electronic recording program (the "Program") is defined by the following requirements:

a. Levels 1, 2, and 3 electronic recording are supported.
b. PRIA file format standard will be used. Images will be in a single-page Group IV TIFF format.
c. Communications protocol will be TCP/IP, HTTP and HTTPS
d. Encryption will be 128-bit file and image encryption. SSL and XML's are enveloped with a Digital Certificate to validate the submitter.
e. Electronic signatures and digital certificates will be used for Level 3 recording
f. Submitter shall confirm that notary signatures and seals are present on all documents requiring notarization.
g. Documents will be scanned to conform to Receiver's requirements
h. Document images will be captured as single-page Group IV TIFF images.
i. Scanned documents will be legible. "Legible" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
j. Submitter shall be responsible for the clarity and brightness of the image.
k. Document font size must meet minimum PRIA standards.
l. Margins shall conform to Receiver's requirements for top and side margins (ARS §11-480)
    i. Top Margin – 2" inch
    ii. Sides Margin – ½" inch
m. Deeds must include grantee's mailing addresses
n. All documents must be in English
o. Documents types that may be accepted electronically are based on the County's preferred list of document types. This list may change at the County's request.
p. All documents submitted will conform to Receiver's requirements for indexing data. Such requirements may include the following index fields"
    i. Document type
    ii. Document date
    iii. One grantor OR grantee
    iv. Submitter information – Business
q. Submitted documents electronically recorded will be returned to Submitter (and the grantor or grantee if so directed) in electronic format after acceptance. Confirmation of recordation will include the document image and Receiver's indexing data.
r. Rejected documents will be returned to Submitter in electronic format with the reason(s) for rejection.

Attachment B

A. Availability. The Gila County Recorder's office shall process electronically submitted documents during normal business hours on normal business days. The term "normal business days" shall not include weekends, holidays or any other day that the County is closed for public business.

B. Recording Priority. The Gila County Recorder's shall record documents in the order they are received, either physically or electronically. Documents received on any business day after 4:00 p.m. will be processed on the next business day in the order they were received.

C. Disruptions. The Gila County Recorder's Office will attempt to notify eRecording Partners Network, LLC, and other submitters of any disruption in service.

D. Monitoring. The Gila County Recorder's Office shall attempt to protect the integrity of the recordation process through ongoing monitoring of documents received and recorded.

E. System Testing. The Gila County Recorder's Office shall test and maintain its software and hardware required to operate the electronic recording capability; provided, however, that the Gila County will not be liable for any damages resulting from failure of such software or hardware.

F. Equivalency. Gila County shall apply the same level of diligence in handling documents submitted electronically as it applies to documents submitted through the manual recording process.

G. Fees. There will be no added fees or costs of any kind charged by Gila County for electronic recording by or through eRecording Partners Network, LLC.

H. No Infringement. Gila County and its agents shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware software, or digitial data belonging to eRecordings Partners Network, LLC, or used in the electronic process.

NATIONWIDE Title Clearing®

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, dated (DD/MM/YYYY) 09/25/2013 is between Gila county, AZ herein referred to as "**County**", and **Nationwide Title Clearing, Inc.** herein referred to as "**Nationwide Title Clearing, Inc.**" with offices at 2100 Alt 19 North, Palm Harbor, FL 34683.

Gila county, AZ County desires to offer the recording of real property documents by electronic means providing for the receiving and transmitting of documents electronically as an alternative means to conventional paper-based documents and to assure that transactions are legally valid and enforceable as a result of the use of available electronic technologies to the mutual benefit of the **County** and the parties to the recording transactions.

For purposes of this Memorandum of Understanding, ***Electronic Recording*** is defined to be the electronically based submitting of documents from **Nationwide Title Clearing, Inc.** to **County** and electronically based receipt of confirmation of recording from **County** to **Nationwide Title Clearing, Inc..**

All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship. Participation in the Electronic Recording program is voluntary.

Nationwide Title Clearing, Inc. officials and the **County** Recorder of Deeds recognize the need to ensure that only original documents bearing signatures that are properly notarized are submitted for electronic recording.

The **County** performs an electronic examination of the electronic documents and indexing information, then completes the recording process using the electronic documents.

Nationwide Title Clearing, Inc. acknowledges that Electronic Recording permits its submitters to prepare, sign and transmit in electronic format documents and business records, and that the documents or records shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents.

By use of electronic or digital certificates to sign documents, **Nationwide Title Clearing, Inc.** and its submitters will to be bound by those electronic signatures affixed to any documents and each such electronic signature shall have the same legal effect as if that signature were manually affixed to a paper version of the document.

The electronic recording data, including Book and Page numbers or other unique identification number, where appropriate, may be returned to the submitting organization.

Neither the **County** nor **Nationwide Title Clearing, Inc.** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the Electronic Recording transmission or receipt.

Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions.

There will be no added fees or costs of any kind charged by the **County** for Electronic Recording, although **Nationwide Title Clearing, Inc.** will be required to meet **County** requirements in order to record electronically.

Nationwide Title Clearing, Inc. is responsible for the costs of the system or services provided by a third party that enables **Nationwide Title Clearing, Inc.** to meet the Electronic Recording Program requirements.

County shall apply the same level of diligence in handling E-files as those submitted via hard copy. Documents received on any business day **after 4 PM** local time may be processed the next business day and in the order they were received

Technical Specifications

E-Recording involves three levels of automation, which are described as follows:

Model 1 Submitters transmit the E-files of executed original documents (the "Original Copies") to the **County**. The **County** performs an electronic examination of the E-files and then completes the recording process using the E-Files. The E-files of the recorded document are returned electronically to the Submitters.

Model 2 Submitters transmit E-files of Original Copies along with electronic indexing information to the **County**. The **County** performs an electronic examination of the E-files and indexing data, and then completes the recording process using the E-files and electronic indexing information. The E-files are returned electronically to Submitters along with the electronic recording data.

Model 3 Submitters transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. The **County** performs an electronic examination of the E-files and indexing information then completes the recording process using the E-files.

1) Format of the transmitted File:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

2) Communications Protocol and Options:

TCP/IP, HTTP and HTTPS

3) Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

4) Returned File Format:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format.

5) Models (or Levels) of Recording Supported:

Models 2 and 3 are supported.

6) Electronic Signatures and Use of Digital Certificates:

The use of Electronic or Digital signatures, notary seals, and notary signatures are supported but are not required. **Nationwide Title Clearing, Inc.** must work with the **County** to accommodate their use. Digitized signatures, notary signatures, and notary seals are immediately acceptable.

7) Indexing Requirement and Imaging Standards:

Will be determined by **Nationwide Title Clearing, Inc.** and the **County** during the implementation process.

8) Acceptance/Rejection of Documents:

Submitted documents that are accepted for recording will be provided to **Nationwide Title Clearing, Inc.** by **County** in electronic format after acceptance. Confirmation of acceptance and recordation by **County** will be provided to **Nationwide Title Clearing, Inc.** in electronic format after recordation is complete. This confirmation will include the document image and **County** recording data. **County** reserves the right to make changes to the index at a later date.

County will return rejected documents to **Nationwide Title Clearing, Inc.** in electronic format after rejection, along with a description of the reason(s) for rejection. **Nationwide Title Clearing, Inc.** will electronically return the documents to the Submitter for correction and resubmission.

Nationwide Title Clearing, Inc. agrees to provide the transmission to the **County** following the specifications outlined. **Nationwide Title Clearing, Inc.** understands that the specifications may change from time to time. In the event changes to the specification are required, the **County** will provide a written notice to the **Nationwide Title Clearing, Inc.** within a reasonable timeframe.

COUNTY Responsibilities:

County shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording means.

County shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **County**, however, shall be held harmless and not liable for any damages resulting from software or equipment failure.

County shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual paper process.

Nationwide Title Clearing, Inc. Responsibilities:

Nationwide Title Clearing, Inc. shall work to insure that all security measures and credentials implemented are protected from unauthorized access. **Nationwide Title Clearing, Inc.** assumes all responsibility for documents submitted through unique credentials provided to **Nationwide Title Clearing, Inc.** for the purpose of engaging in Electronic Recording.

Nationwide Title Clearing, Inc. shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions and other deformities that would impact the validity of the document. This diligence includes adherence to **County** indexing standards. **Nationwide Title Clearing, Inc.** acknowledges that Electronic Recording permits its submitters to prepare, sign and transmit in electronic formats documents and **County** approved attachments, and the document or attachments shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents. By use of electronic or digital certificates to sign documents, **Nationwide Title Clearing, Inc.** and its submitters will be bound by those electronic signatures affixed to any document and such electronic signatures shall have the same legal effect as if those signatures were manually affixed to a paper version of the document.

Nationwide Title Clearing, Inc. must maintain an electronic audit trail of all activity.

Nationwide Title Clearing, Inc. is responsible for supporting any technical issues associated with Electronic Recording through their submitting software program. **Nationwide Title Clearing, Inc.** is solely responsible for any and all costs of the system or services that enable **Nationwide Title Clearing, Inc.** to meet the Electronic Recording Program requirements.

General Understanding

County will not incur any liability for the information electronically transmitted by **Nationwide Title Clearing, Inc.** to **County**.

County will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the **County** nor **Nationwide Title Clearing, Inc.**, nor any Electronic Recording provider shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the Electronic Recording transmission or receipt.

The Electronic Recording provider, **County,** and **Nationwide Title Clearing, Inc.** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.

The **County** and **Nationwide Title Clearing, Inc.** acknowledge that the electronic recording process is an emerging technology and that state and national standards will continue to evolve. To further the technology and the electronic recording process, all parties agree to meet to discuss changes and additions to this Memorandum of Understanding.

ENTIRE AGREEMENT. Except as expressly provided otherwise herein, this Agreement represents the entire agreement between the parties.

TERMINATION. Either party may terminate this Agreement without cause with 60 days written notice to the other party. **Nationwide Title Clearing, Inc.** remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination.

NO WARRANTIES/RELEASE OF LIABILITY. Absent gross negligence or willful misconduct, **Nationwide Title Clearing, Inc.** agrees to release the **County** from any liability in connection with the electronic filing and recordation of documents under this Agreement. Parties to the electronic recording transactions understand that there are no warranties, express or implied, in connection with such transactions.

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38-511.

Legal Arizona Works 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 subcontractor or retain a replacement subcontractor, (subject to County approval if MWBE preference 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 requirement 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 material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributed directly or indirectly to remedial action under this Article shall be responsibility of Firm. In the even 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.

NATIONWIDE Title Clearing®

Dated effective the date first written above.

GILA COUNTY

Don E. McDaniel Jr., County Manager 9/25/13

Nationwide Title Clearing, Inc.

Signature

Myron Finley - Chief Legal Officer

Print Name/Title

Approved as to form:

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

NATIONWIDE Title Clearing®

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 requirement 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 material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributed directly or indirectly to remedial action under this Article shall be responsibility of Firm. In the even 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.

Dated effective the date first written above.

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman, Board of Supervisors

Nationwide Title Clearing, Inc.

_____

Signature

Myron Finley - Chief Legal Officer

_____

Print Name/Title

Attest:

_____

Marian Sheppard, Clerk of the Board

Approved as to form:

_____

Bryan B. Chambers, Deputy Attorney Principal

NATIONWIDE Title Clearing®

Attachment A

County Contact Information:
County Name: _____
Attn: _____
Title: _____
Address: _____
Address: _____
City/State/Zip: _____

Phone: _____
Phone: _____
Email: _____
website: _____

Nationwide Title Clearing, Inc. Contact Information:

Company Name: Nationwide Title Clearing, Inc
Attn: Brian Ernissee
Title: Director of eServices
Address: 2100 Alt 19 North
City/State/Zip: Palm Harbor, FL 34683
Phone: 727-771-4000x210
Email: brian_ernissee@nwtc.com
website: www.nwtc.com

NATIONWIDE Title Clearing®

Attachment B

Receiver's electronic recording program (the "Program") is defined by the following requirements:
a. Levels 1, 2, and 3 electronic recording are supported.
b. PRIA file format standard will be used. Images will be in a single-page Group IV TIFF format.
c. Communications protocol will be TCP/IP, HTTP and HTTPS
d. Encryption will be 128-bit file and image encryption. SSL and XML's are enveloped with a Digital Certificate to validate the submitter.
e. Electronic signatures and digital certificates will be used for Level 3 recording
f. Submitter shall confirm that notary signatures and seals are present on all documents requiring notarization.
g. Documents will be scanned to conform to Receiver's requirements
h. Document images will be captured as single-page Group IV TIFF images.
i. Scanned documents will be legible. "Legible" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
j. Submitter shall be responsible for the clarity and brightness of the image.
k. Document font size must meet minimum PRIA standards.
l. Margins shall conform to Receiver's requirements for top and side margins (ARS §11-480)
    i. Top Margin – 2" inch
    ii. Sides Margin – ½" inch
m. Deeds must include grantee's mailing addresses
n. All documents must be in English
o. Documents types that may be accepted electronically are based on the County's preferred list of document types. This list may change at the County's request.
p. All documents submitted will conform to Receiver's requirements for indexing data. Such requirements may include the following index fields"
    i. Document type
    ii. Document date
    iii. One grantor OR grantee
    iv. Submitter information – Business
q. Submitted documents electronically recorded will be returned to Submitter (and the grantor or grantee if so directed) in electronic format after acceptance. Confirmation of recordation will include the document image and Receiver's indexing data.
r. Rejected documents will be returned to Submitter in electronic format with the reason(s) for rejection.

NATIONWIDE Title Clearing®

Attachment C

Availability. The Gila County Recorder's office shall process electronically submitted documents during normal business hours on normal business days. The term "normal business days" shall not include weekends, holidays or any other day that the County is closed for public business.
A. Recording Priority. The Gila County Recorder's shall record documents in the order they are received, either physically or electronically. Documents received on any business day after 4:00 p.m. will be processed on the next business day in the order they were received.
B. Disruptions. The Gila County Recorder's Office will attempt to notify Nationwide Title Clearing, Inc., and other submitters of any disruption in service.
C. Monitoring. The Gila County Recorder's Office shall attempt to protect the integrity of the recordation process through ongoing monitoring of documents received and recorded.
D. System Testing. The Gila County Recorder's Office shall test and maintain its software and hardware required to operate the electronic recording capability; provided, however, that the Gila County will not be liable for any damages resulting from failure of such software or hardware.
E. Equivalency. Gila County shall apply the same level of diligence in handling documents submitted electronically as it applies to documents submitted through the manual recording process.
F. Fees. There will be no added fees or costs of any kind charged by Gila County for electronic recording by or through Nationwide Title Clearing, Inc..
G. No Infringement. Gila County and its agents shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware software, or digitial data belonging to Nationwide Title Clearing, Inc., or used in the electronic process.

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)		Ship To:	
Name:	Gila County	Name:	Gila County Juvenile Detention
Account Number:		Account Number:	
Address Line 1:	Juvenile Detention	Address Line 1:	Deb Blair
Address Line 2:	Gila County Finance	Address Line 2:	Kathy Coker
Street Address:	1400 E. Ash Street	Street Address:	1425 E. South Street
City: Globe	State: Arizona Zip: 85501	City: Globe	State: Arizona Zip: 85501

Tax Exemption ☑ No ☐ Yes (Certificate required) Tax Exemption Number:

PO Required ☐ No ☑ Yes (Copy required) PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date: 7/1/2013

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☐ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☑ 24 ☐ 36 ☐ 48 ☐ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1	Bizhub 423	A1UD011101899	C					
			B/W		Flat Rate		$ 56.42	$ -
2			C				677.04 Annual	
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: DON E. MCDANIEL, JR. (Please Print)

Signature: (Authorized Representative of Customer) 9/25/13 (Date)

Title: COUNTY MANAGER

KMBS Representative: Chip Ryan 9-20-13 (Date)

KMBS Manager: 9/20/13 (Date)

FOR INTERNAL USE

☐ New Customer ☐ Maintenance w/ Equipment Order ☑ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #:

Promotion #:

Agreement #: 10i-KMBS-0127

Price Plan #:

Subfleet #:

Customer Code 1: Mohave Contract

Customer Code 2:

Customer Code 3:

Key Operator Contact:	Deborah Blair	Phone:	928-402-6051	Email Addr:	dblair@gilacountyaz.gov
Meter Read Contact:	Same	Phone:		Email Addr:	
Accounts Payable Contact:	Jennifer Alveraz	Phone:	928-402-6051	Email Addr:	jalveraz@gilacountyaz.gov

Special Instructions:

Additional Documents Attached: ☐ Price Exception ☐ Tax Exempt Certificate ☐ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9416847	Chip Ryan	chip.ryan@kmbs.konicaminolta.us
Order Taking:	9416847		
Servicing:	9416847		

Contract Processed: ☑ Windsor, CT ☐ Branch Phoenix (Branch Name)

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

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

GILA COUNTY
www.gilacountyaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT 080913-4
HIV Care and Services

THIS AGREEMENT, made and entered into this **1st** day of **April**, **2013**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **North Country Healthcare**, of the Town of Flagstaff, County of Coconino, State of Arizona, hereinafter designated the **Subcontractor**.

WITNESSETH: That the Subcontractor, for and in consideration of the sum to be paid him/her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The subcontractor shall provide services for the Gila County Health Department in support of the missions of the Ryan White Part B Program and the HIV Care and Service Program at the Gila County Health Department.

Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department
The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for HIV Care and Services, *Contract No.* ADHS13-040496.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they posses experience necessary to provide services under the Ryan White Part B Program. If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall support the missions of the Ryan White Part B Program and the HIV Care and Services Program at the Gila County Health Department in providing mental health care. The subcontractor agrees to be part of the treatment network for people who do not have the ability to pay for annual checkups, labs, and long-term treatment. The subcontractor will provide specialty care to underserved people in communities whom we serve according to the Arizona Department of Health and Human Services (AHDS) guide lines and the most up-to-date standards for HIV patient care.

1. Provide the County Health Department a copy of their current certifications and licensure requirements necessary to fulfill their responsibilities.
2. Notify the Ryan White Program Coordinator when a client has come for an appointment for the purposes of reporting client encounters.
3. Consider potential reactions with HIV medications when prescribing additional drugs and help evaluate and monitor medication adherence.
4. Work with clients' case managers, primary care providers, and HIV care providers to coordinate comprehensive care.

GENERAL SCOPE

Reports and Records

The record on a client shall be retained in the County Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor fees from the Ryan White Part B Program at the AHCCCS Allowable Rates for services pursuant to http://www.azahcccs.gov/commercial/ProviderBilling/rates/rates.aspx. Bills for services to Ryan White services must be received within thirty days (30) days of the billable services to:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter. The Subcontractor shall send the written notice to the following address:

Ryan White Part B Program
Malinda Benedetto
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than $1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County and shall retain originals on file.

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

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

Subcontractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

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

ARTICLE X – TERM: The term of the contract shall commence on April 1, 2013 and continue in full force and effect up through and including March 31, 2014, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for five (5) 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 XI – PAYMENT: Subcontractor shall be paid pursuant to Article II of this agreement, but in no event shall payment *exceed* ***$6,000.00*** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

9/25/13

Don E. McDaniel Jr.

SUBCONTRACTOR

North Country Healthcare

Ann Roggenbuck

Print Name

APPROVED AS TO FORM:

9/9/13

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

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John 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 Hesseniuss, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 090413-2

Globe and Payson Court Network/Video Cabling

THIS AGREEMENT, made and entered into this 25TH 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 Court Information Systems 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. 090413-2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 090413-2, 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 **$ 2,345.63,** 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. 090413-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 9/25/13

HOLD COMMUNICATIONS

Signature

DOUGLAS R. OWEN

Print Name

HOLD COMMUNICATIONS
1000 N. Beeline HWY., #219
Payson AZ. 85541
928-474-9583
dougholdcommunications@gmail.com

08-28-13

PROPOSAL: 130828001

TO: Gila County Courts
Attn: Forrest Bennett
1400 E. Ash Street
Globe, AZ., 85501
928-402-8681
fbennett@courts.az.gov

WE HEARBY PROPOSE TO FURNISH ALL THE MATERIALS AND ALL THE LABOR NECESSARY FOR THE INSTALLATION OF:

Nine (9) new cat5E runs, Five (5) in Globe at two different locations, 1400 E. Ash Street and also at the Globe Probation building. Four (4) in Payson at the County Complex building on Main St.. This will be all new cat5E runs with new jacks and tied down to existing patch panels, labeled at both ends.

Two year warranty on parts and labor. Dose not cover acts of God or Vandalism.

The above work would be $2,345.63 this includes labor,parts & tax.

Terms: Hold Communications to be given a P.O. Number before start of work and paid $2,345.63 upon completion of the installation.

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 E. McDANIEL, JR.
Signature:

Date: 9/25/13
Title: COUNTY MANAGER

MegaTronics International Corp.

Manufacturer of the MegaTrak® Automated Fuel Management System

MegaTrak® Extended Warranty Agreement

The Gila County hereby accepts MegaTronics International Corp.'s (MTI's) extended warranty for the MegaTrak® System's Hardware, MT Pro Software, License and Customer Support (see letter: this an amendment to the initial and subsequent extended warranty agreements) which cover the following for one year, effective September 1, 2013 through August 31, 2014. Payment must be received before expiration date.

Hardware Maintenance Includes:

(8) Series 3000 MCU's (AC) (Hardwired); (2) Series 3000 MCU's (DC) (Hardwired); (3) ACCOMMs; **(Series 3000 - No longer covered under maintenance)**	$ 0.00
Globe Fuel Island: (4) Series 9000 MCU's (AC) (Hardwired); (1) Truck Mount Series 9000 (DC); **Shop** – (1) Series 9000 (AC)	$ 960.00
Payson: (1) Truck Mount Series 9000 (DC); **Light Shop** – (1) Series 9000 (AC); **Heavy Shop** – (1) Series 9000 (AC);	$ 480.00
(3) Series 9000 (AC) (spares); (1) Series 9000 (DC) (spare); (2) USB Key Encoders	$ 800.00

License and Software Maintenance Includes:

(1) MegaTrak Pro Standard Host License with Preventative Maintenance, Upgrades, Maintenance and Support	$ 995.00
(3) MegaTrak Pro Standard Remote License with Preventative Maintenance, Upgrades, Maintenance and Support	$1,050.00
TOTAL HARDWARE AND SOFTWARE:	**$4,285.00**

(Please sign, remit and return in the enclosed prepaid envelope for your convenience, keeping one copy for your files.)

NOTE: Attachment "A", by mention made a binding part of this agreement as set forth herein.

1. **Extended maintenance coverage does not include any ancillary products incorporated into the MCU hardware not manufactured by MTI. (i.e., antenna's etc.)**
2. **No expressed or implied warranty is made or included for any MegaTrak® part(s) and/or products which are not installed, used, or operated in accordance with MT instructions and specifications, or which may be damaged by accidents, abuse, misuse, vandalism, natural or personal disaster, including, but not limited to lightning, fire, flood, riot, and/or any unauthorized modifications or modifications made without prior written approval of MTI.**
3. **Site visits and the costs are not covered under this agreement and must be arranged for separately.**
4. **Customers not under maintenance contracts will be billed a license fee and for necessary software upgrades required by the MT software to function properly.**
5. **MTI is not responsible for loss of data. Customer must maintain sufficient backups.**
6. **MTI shall have no liability for damages or indemnity in any amount exceeding the charges paid by customer to MTI for the licensed program(s) above.**
7. **Any hardware not listed under "Hardware Maintenance Includes" is not covered, to include but not limited to equipment such as ATG probes, consoles, multiplexers and sensors.**
8. **All service or equipment ordered by customer must have a purchase order or RMA # from MTI.**
9. **Replacement of equipment over five (5) years of age and deemed not repairable may be purchased through MTI at a discounted price.**

P.O. Box 460584 San Antonio, Texas 78246 (210) 804-1007 FAX (210) 804-1020

9/27/2013

Kay Turner, MTI and Date

Don E. McDaniel, Jr./ County Manager

Print name for the Gila County

10/2/13

Signature and Date for Gila County

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum 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.

MegaTronics International Corp. Administration	9/27/2013 Date
Gila County Don E. McDaniel, Jr., County Manager	10/2/13 Date

AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT NO. 060613
OPERATIONAL REVIEW CONSULTANT

Effective June 25, 2013, Gila County and Terry Doolittle entered into a contract whereby Terry Doolittle agreed to provide Consultant services on an as needed basis.

Amendment No. 1 was executed on August 14, 2013 and had the effect of changing the name of the entity Gila County has contracted with on Professional Services Contract No. 060613, from Terry Doolittle to TD Government Solutions, Inc.

Professional Services Contract No. 060613 will expire on September 30, 2013. Amendment No. 2 will extend the contract term from October 1, 2013 to December 31, 2013.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 02 ND day of OCTOBER, 2013.

GILA COUNTY:

10/2/13

Don E. McDaniel, Jr., County Manager

TD GOVERNMENT SOLUTIONS, INC.

Authorized Signature

TERRY DOOLITTLE

Print Name

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 040313
WIC HIGH RISK COUNSELING-REGISTERED DIETICIAN

MARY MCMULLEN

Effective April 17, 2013, Gila County and Mary McMullen entered into a contract whereby Mary McMullen agreed to provide WIC High Risk Counseling-Registered Dietician services to various locations in Gila County.

The contract expires September 30, 2013. The parties hereby agree to extend the contract term for one (1) year from October 01, 2013, to September 30, 2014. Additionally, the requirement for out of town training days is reduced from the original contract quantity of seven (7) to a new total quantity of three (3) out of town training days.

Contractor will continue to bill for services pursuant to Article 1-Contractor Fees of Service Agreement No. 040313, but in no event shall charges for the October 01, 2013, to September 30, 2014 extension exceed $23,500.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the 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 02ND day of OCTOBER, 2013.

GILA COUNTY

10/2/13

Don E. McDaniel, Jr., County Manager

MARY MCMULLEN.

Mary McMullen

Signature

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY PROFESSIONAL
SUPPORT AGREEMENT NO. GILA-GXY-GL01
Between
GILA COUNTY COMPUTERS SERVICES
and
COMMVAULT SYSTEMS, INC.

AMENDMENT NO. 2

Effective January 18, 2011, Gila County and CommVault Systems, Inc., entered into a support agreement whereby CommVault Systems, Inc. would provide maintenance for the CommVault Galaxy Data Management Software for Disaster Recovery Backup System.

The support agreement automatically renews for one year periods every November unless terminated per the terms of the Support Agreement. Per the terms of the Support Agreement, additional Products shall appear as amendments and/or supplements to Schedule 1 and shall co-terminate with the Term.

Amendment No. 2 removes the ROMS software and reduces the annual maintenance fee from $20,332.46 to $19,846.98 (including sales tax). The Term Date for the Maintenance Renewal is from November 12, 2013 to November 11, 2014.

All other terms, conditions and provisions of the original Support Agreement shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 18th day of September, 2013.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 10/2/13

COMMVAULT

Signature

John Arello

Print Name

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

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

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Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

PROFESSIONAL SERVICES AGREEMENT NO. HG854246-2
FAMILY PLANNING CONSULTING & WELL CHILD EXAMINATION SERVICES
BETWEEN
GILA COUNTY AND LORI BURKE, RN, FNP

AMENDMENT NO. 2

Effective January 01, 2012, Gila County and Lori Burke, RN, FNP, entered into a contract whereby Lori Burke, RN, FNP would provide Family Planning Consulting Services and Well Child Examination Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 was executed on November 13, 2012 to extend the contract term for one (1) year from January 1, 2013, to December 31, 2013 with the total annual compensation of contract not to exceed $15,000.00.

Due to a decrease in the amount the State has allotted to Gila County, Amendment No. 2 is being issued to reduce the Professional Services Agreement No. HG854246-2, between Gila County and Lori Burke, RN, FNP, to a total annual compensation amount not to exceed $7,500.00.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 02ND day of OCTOBER, 2012.

GILA COUNTY :
GILA COUNTY MANAGER

10/2/13
Don E. McDaniel Jr.

CONTRACTOR:
LORI BURKE, RN, FNP

Lori Burke

EXECUTIVE SUMMARY FORM

Contract Name: Security Equipment for Globe Treasurers Office

Contract No.: 031913-TIS

Statement of Purpose and Need (3-5 Sentences)

Contractor shall provide material and labor for the installation of security cameras in the Gila County Treasurers office in Globe, AZ.

Contract End Date: 10-2-13 to 9-30-2014

Renewal Option: ☒ Yes ☐ No

Maximum Dollar Limit: $5,769.98 + APPLICABLE SALES TAX

Contract Information

Firm Name: Tyco Integrated Security

Contact Person: David Barrett

Address: 3011 S. 52nd Street Suite 115

Phone No: 480-446-2390

City: Tempe **State:** AZ **Fax:** **Email:** DBarrett@tyco.com

Fund: Superior & JP Courts Security

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code:

Date Sent for Legal Review: n/a

Date Returned:

Special Notes:

1124.201.140.4500.19 FM_0101 $5,769.98

Gila County is part of the National Joint Power Alliance (NJPA) for cooperative purchasing. By using the NJPA contract with Tyco Integrated Security it will save the county in both time and money for a rate that already been established in the JNPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with National Joint Power Alliance, Contract No. 031913-TIS, for Facility Security Equipment Systems and Services with Related Equipment and Supplies approved this 02 ND **day of** OCTOBER**. 2013.**

GILA COUNTY MANAGER

10/2/13

Don E. McDaniel, Jr.

tyco Integrated Security

NJPA AWARDED CONTRACT

Return Purchase Order & Proposal to the Regional Account Manager. Thank you!

Gila County Courthouse
1400 E Ash Street
Globe, AZ 85501
Robert Hickman
928-425-3231
NJPA Member #12249

Authorized NJPA
Schedule Price Quote
CONTRACT #031913-TIS

Local TycoIS Rep: **Dave Barrett**
Local TycoIS Rep Phone: **480-446-2390**
Regional Account Manager: **Steve Myers**
Telephone: **501-217-1882**
Email: **smyers@tyco.com**
Proposal Date: **08/16/13**
Proposal Name: Victor Video
Compass Estimate #: **1-R8B2VH**
Proposal Expires: **11/14/13**

Proposal Prepared by:
Linda Jones
SLG Sales Support
535 Summit Point Drive
Henrietta, NY 14467
Fax: 585-321-3194
ljones@tyco.com

Installation Charges:

NJPA Schedule Products	$4,372.93
NJPA Installation Labor	$1,696.80
Sourced Goods	$0.00
Installation Charge Summary:	**$6,069.73**
Less One Time Customer Discount	**($299.75)**
Revised Total Installation Charge Summary:	**$5,769.98**

Annual Services Options:

NJPA Item	2nd Year - Optional Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	$657.94
	Annual Service Charge Summary:	**$657.94**

Additional Notes:

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

Note #4: Payment Terms are Net 30.

tyco Integrated Security

NJPA AWARDED CONTRACT

Gila County Courthouse
Globe, AZ 85501

Qty.	Model	Description	NJPA Net Price Each	NJPA Net Price Extended
200	710636YW	23/4pr SOL CAT 6 CMP YELLOW	$0.46	$92.00
800	710636YW	23/4pr SOL CAT 6 CMP YELLOW	$0.46	$368.00
2	ADVE4SSA	SSA VideoEdge NVR 4.01 per camera license 4 years	$178.25	$356.50
1	ADCI600-D013	Illustra 600 Indoor HD 720p minidome,TDN, WDR,3-9mm varifocal,IR Illuminator,PoE	$815.12	$815.12
1	ADCI610-D323	Illustra 610 Out/In HD 1080p Mdome,TDN,WDR,1.8-3mm wide angle lens,van resis,PoE	$1,042.23	$1,042.23
3	ADVSMC01	victor Site Manager,1 conncurrent connection (Base)	$566.36	$1,699.08
		Sourced Goods		
2	ADVEC01-ICF	VE NVR Camera License w/purchase of Illustra Camera	$0.00	$0.00
		NJPA Installation Labor		
		Installation Labor, Programming and Testing		$1,696.80
		Total		**$6,069.73**

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) 402-8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 092513

Access Card Software Management

Stanley Convergent Security Solutions, Inc.

THIS AGREEMENT, made and entered into this 02 ND day of OCTOBER, **2013**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Stanley Convergent Security Solutions, Inc.**, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide 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 Facilities 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. 092513, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 092513, 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@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– 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: Contract shall be effective on the date it is awarded and be in full force and effect through October 31, 2013.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of $ 2,178.05for 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. 092513 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: 10/2/13

Stanley Convergent Security Solutions, Inc.

Signature

Michael Rabor

Print Name

Attachement "A" to Service Agreement No. 092513 Page 1 of 2

STANLEY Security Solutions

Stanley Convergent Security Solutions, Inc.

Work Order No. 5 5 0 9 0 0 4

Date 09/20/13

Service Ticket

STANLEY COPY

CUSTOMER INFORMATION

Customer Name: GILA COUNTY

Address: 1400 E ASH ST

City: GLOBE State: AZ ZIP: 85501

Contact: BOB HICKMAN

Phone Number: 928 200 1643

CID No. 1 2 3 1 2 7 2 3 0 4 0 0

Request No. 7 5 8 6 1 1 3

After Hours Emergency Call ☐ YES ☑ NO

☑ Time & Material
☐ Warranty
☐ Service Agreement
☐ To Be Determined

SERVICE INFORMATION

Panel Type 0 ☐ Intrusion Alarm ☐ CCTV ☐ Fire Alarm ☑ Access ☐ Other

Pre-Work Approval Signature/Name

Purchase Order #

TROUBLE REPORTED OR WORK REQUESTED

COMMUNICATION SERVER NOT COMMUNICATING WITH EQUIPMENT

DESCRIPTION OF WORK PERFORMED

replaced 2 co box micros. one in courts and one in sign shop. reset system and other panels online. system operational.

Equipment/Protection Removed From System? ☐ YES ☑ NO

Time Arrived 10:57 Time Completed 14:41

FURTHER SERVICE NEEDED? ☐ YES ☑ NO

COST ITEMIZATION

LABOR AND MATERIAL COST ITEMIZATION

TECHNICIAN NAME	HRS	OT
Anthony Salisbury	3.75	0
Labor Hours Total	3.75	0

QTY	ITEM #	DESCRIPTION	$ EACH	$ Total
2	16930	LANTRONIX UDS1100 MICRO SERIAL SERVER, DB25 SERIAL PORT	748.4	1496.80

Material Charge	1496.80
Hours 3.75 X 167 Labor Rate = Labor Charge	626.25
Trip/Travel Charge	55
$ Total (taxable tax not included)	2178.05

NATIONAL ACCOUNT TRAVEL CHARGE ☑ Less Than 60 Miles ☐ 60-99 Miles ☐ 100-199 Miles ☐ 200+ Miles

CUSTOMER SATISFACTION/APPROVAL

On a scale of 1-5, I rate this Service Call a (mark one) 1 2 3 4 (5)

5 = Best in class, 4 = Exceeded expectations, 3 = Met all expectations, 2 = Met most expectations, 1 = Expectations not met

Customer Signature: Rhonda Bell

Print Name: rhonda

Date: 09/20/13

I have requested the above work be done and agree to pay for same when completed. I also agree to the terms and limits of liability on the reverse side of this ticket. These charges may not apply under the terms of lease, service and warranty agreements.

PAYMENT INFORMATION

$ TOTAL RECEIVED ☐ Check ☐ Credit Card ☐ MC ☐ AMEX ☐ VISA

Check # Phone #

STANLEY Security Solutions

Stanley Convergent Security Solutions, Inc.

LIMITED WARRANTY

Stanley Convergent Security Solutions, Inc. ("SCSS") warrants that any equipment installed will be free from defects in material and workmanship for a period of ninety (90) days from the date installed. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

LIQUIDATED DAMAGES AND LIMITED LIABILITY

The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR $10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SCSS's LIABILITY SHALL BE LIMITED TO $500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS's SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

License information as of 11/11/09: AL 09-888, Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388: AZ ROC204975: CA ACO6055 Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; 848019 C7.C10: DE CRSL-0025; 08-00014285; 04-158; FAL-0001: DC 20802cccx-66005232: FL EF20000495; EF00001117; EF2000380: GA GA. REG. LVU405588: KY LMPD LIC 338: IL 1270001274; 124000430: LA F875; F1162, F1277: MD 107-1174, Maryland state police, licensing division, 7751 Washington Blvd, Jessup, MD 20794: MA C1533: MI 5103308; 3601205772: MN TS01238: MT 399: NV 0071024; F400; F401: NJ 34BF00017200: NY 12000293169, Licensed by NYS Dept. of State: NC 714-CSA, Alarm Systems Licensing Bd., 1631 Midtown PL, Ste. 104, Raleigh, NC 27609 (919)875-3611; 28440-SP-LV: OH 83-89-1512: OK 953: OR 161567: RI 4217: SC FAC3387; BAC5501: TN C-1180; 1446; 1448:TX B02140 Texas Com'n on Private Security, 5805 Lamar Blvd., Austin, TX 78773; ACR2639; ECR1821: UT 5704068-6501: VA 11-5481 Commonwealth of Virginia, Dept of Criminal Justice Services, 805 East Broad Street, 9th FL., Richmond, VA 23219; 2705-087235A: WA STANLCS925MZ: WY LV-A-32; TLV-A-15331.

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Tommie C. Martin, District I
610 E. Highway 260, 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) 402-8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 090313-1

APPRAISALS FOR VARIOUS PARCELS IN WINKLEMAN AND HAYDEN, AZ

THIS AGREEMENT, made and entered into this 02ND day of OCTOBER, **2013,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Michael Wright Real Estate Appraisal**, of the City of Surprise, 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 Public Works 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. 090313-1 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 090313-1 by mention made a binding part of this agreement as set forth herein.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@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– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

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

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

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

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

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

ARTICLE 14– TERM: Contract shall be effective on the date it is awarded and be in full force and effect through October 15, 2013.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$1,200.00** 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. 090313-1 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: 10/2/13

MICHAEL WRIGHT REAL ESTATE APPRAISAL

Signature

Michael L. Wright

Print Name

September 3, 2013

Michael Wright
Michael Wright R/E Appraisal
P.O. Box 7396
Surprise, AZ 85374

Betty Hurst
Gila County Finance Department

Ms. Hurst,

We propose to appraise the properties identified below for the following fees:

Gila County Parcel 101-12-112, Winkleman, AZ	$300.00
Gila County Parcel 101-10-029, Hayden, AZ	$300.00
Gila County Parcel 101-07-162, Hayden, AZ	$300.00
Gila County Parcel 101-09-063, Hayden, AZ	$300.00

The appraisals will consist of narrative summary appraisal reports completed within the parameters of state regulations and the Uniform Code of Professional Appraisal Practice and subject to the appraisers Statement of Limiting Conditions and Certification. They are to be completed in approximately 5 business days.

If these terms are acceptable, please sign below to show your consent:

Signature: _____ Date: 10/2/13

Name: Don E. McDaniel, Jr., County Manager

My contact information is listed below if you have any further questions.

Michael Wright
Appraiser, AZ #31268
P.O. Box 7396
Surprise, AZ 85374
Phone: 623-810-4846
Fax: 623-321-5901
Email: mwright94@cox.net
Website: http://mwrightreappraiser.com

INTERSTATE
Copiers • Fax • Computers
Thatcher ★ ★ Silver City ★ Las Cruces

Maintenance Agreement Invoice

Interstate Electronics, Inc.
PO Box 730, Thatcher, AZ 85552
(928) 428-3357

Account No.	
P.O. / Cust. Order No.	
Contract No.	AZ

Bill To:

Name	Gila County School Supt.		
Address	1400 East Ash		
City	Globe	State AZ	Zip 85501
Telephone		Contact	Linda O'Dell

Location:

Name	Gila County School Supt		
Address			
City	Globe	State AZ	Zip 85501
Telephone		Contact	

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
8/23/2013	2	8/23/13	8/22/14	34746 33248		

Plan	Manufacturer	Model	Serial No.	Allow Black Copies	Exc. Copies Chg	Unit Price
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Accessories	Allow. Copies

Exclusions Or Special Instructions:

INCLUDES ALL PARTS AND LABOR, EXCLUDING DAMAGES CAUSED BY MISUSE, ABUSE OR NEGLIGIENCE. INCLUDES ALL CONSUMABLE SUPPLIES EXCLUDING PAPER AND STAPLES. TO BE BILLED QUARTERLY IN ARREARS

Ex. Copies Charge Where Applicable	
Subtotal	$1,464.00
Total Tax	
Invoice TTL	$1,464.00

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR ADMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY. THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

☐ Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

ICS Representative Signature	Customer Name: Gila County
Printed Signature Name: ROBERT BARNEY; Empl. #; Terr. #	By: (Authorized Agent); Date: 10/2/13
Branch Office Address: PO BOX 730	Printed Signature Name: DON E. MCDANIEL, JR.; Title: COUNTY MANAGER
City: THATCHER; State: AZ; Zip: 85552	☐ I do not wish to purchase a Maintenance Agreement at this time.

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

SERVICE AGREEMENT NO. 051613
REPLACE DAMAGED ANTENNA ON MOUNT ORD
AND
INSTALL NEW ANTENNA ON SIGNAL PEAK

Effective June 04, 2013, Gila County and C&M Communications entered into a contract whereby C&M Communications agreed to provide the installation of two antennae and associated parts at Mount Ord and Signal Peak.

The contract will expire on September 03, 2013. Amendment No. 1 will extend the contract term from September 04, 2013 to November 30, 2013.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2 day of OCTOBER, 2013.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

C&M Communications

Authorized Signature

Christopher F. Salsot

Print Name