

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, FEBRUARY 18, 2014 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve Intergovernmental Agreement No. 110113 between Gila County and the Town of Hayden to allow the County to utilize the Town of Hayden's facilities to deliver uncomplicated judicial services to the residents of southern Gila County in the Hayden area who need these services. **(Gary Goette)**
  - B. Information/Discussion/Action to approve the County's use of Maricopa County Contract No. 13024 S between Gila County and Norment Security Group, Inc. in the amount of \$86,238.65 whereby the contractor will provide a system upgrade to the existing closed circuit television system at the Gila County Juvenile Detention building at 1425 South Street in Globe, Arizona. **(Kendall Rhyne and Steve Stratton)**
  - C. Information/Discussion/Action to adopt Resolution No. 14-02-04 authorizing the Chairman to sign a United States Department of the Interior, Bureau of Land Management Right-of-Way Grant for BLM Serial No. AZA-36409, and locally known as Cherry Flats Road. **(Steve Sanders)**
  - D. Information/Discussion/Action to adopt Resolution No. 14-02-03, which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (File No. IGA/JPA 10-2311) between Gila County and the State of Arizona, Department of Transportation for the construction of pedestrian sidewalks along Main Street in the Central Heights area. **(Steve Sanders)**
  - E. Information/Discussion/Action to adopt Resolution No. 14-02-05 supporting Senate Bill 1076 which removes the exclusion in Arizona law of provisional community colleges participating in the distribution of workforce development and training program funding to Arizona community colleges. **(Sam Moorhead)**

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 to re-assign the SACCNNet Master Lease Agreement for the Mt. Ord tower from Telink Networks to GovNET in order to co-locate communication equipment on County controlled facilities on Mt. Ord for the purpose of providing radio and microwave coverage for the specific support of public safety communications as part of the SACCNNet (State of Arizona- Counties Communications Network) Initiative.
  - B. Approval of Modification No. 3 to Cooperative Law Enforcement Agreement No. 11-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service to decrease the funding amount from \$87,498 to \$75,980, and incorporate some administrative changes. All changes apply to the performance period of October 1, 2013, through September 30, 2014.
  - C. Approval of an Intergovernmental Agreement (Contract No. ADHS14-063025) with the Arizona Department of Health Services in the amount of \$45,000 to provide infrastructure to the Health and Emergency Services Division to prepare for national accreditation for the period of January 6, 2014, to September 30, 2014.
  - D. Approval to advertise Invitation for Bid No. 123113 for the purchase of SBS polymer chip seal oil to be used for Gila County road repairs and maintenance.
  - E. Approval of an E-12 Request for Release of Funds and Certification 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, which if awarded, this form will be used to request release of funds for the period of November 1, 2013, through October 30, 2015.
  - F. Approval to revise Gila County Policy BOS-COB-002 - Boards, Commissions and Committees (BCCs) with two updated forms: Disclosure Statement and BCC Membership.
  - G. Approval to reappoint the following members to the Gila County Community Action Program Advisory Board for another 4-year term beginning January 1, 2014, through December 31, 2017, as follows: Public Sector Representative - Audry Opitz; Low-Income Representatives - Annie Hinojos and Nolberto Waddell; and Private Sector Representatives - Vickie Quesada and Ramona Ortiz.
  - H. Approval of updated information pertaining to the Gila County Board of Adjustment and Appeals.

- I. Approval of updated information pertaining to the Gila County Building Safety Advisory and Appeals Board.
  - J. Approval of updated information pertaining to the Gila County Planning and Zoning Commission.
  - K. Approval of updated information pertaining to the Gila County Highway 60-70 Regional Design Review Committee.
  - L. Approval of updated information pertaining to the Gila/Pinal Workforce Investment Board to include acknowledging the resignation of Diana Russell from said Board and to appoint Christina Throop to fulfill Ms. Russell's unexpired term of office ending on December 31, 2014.
  - M. Approval of updated information pertaining to the Gila County Personnel Commission to include the reappointments of Jonathan Barber and Tom Moody retroactive from January 1, 2014, through December 31, 2016.
  - N. Appointment of Darryl Dalley and Mickie Nye as members of the Gila County Transportation Excise Tax Continuation Committee; and acknowledgment that Cruz Salas and William (Bill) Leister are unable to serve on the Committee at this time, and Helen Reece resigned from the Committee on January 29, 2014.
  - O. Acknowledgment of the resignation of Lori J. Webster from the Houston Mesa Fire District and the appointment of John Webster to fulfill Ms. Webster's unexpired term of office ending on December 31, 2014.
  - P. Approval of the January 28, 2014, Board of Supervisors' meeting minutes.
  - Q. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 20, 2014, to January 24, 2014; and January 27, 2014, to January 31, 2014.
  - R. Approval of finance reports/demands/transfers for the weeks of February 11, 2014, and February 18, 2014.
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-2311**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Reporting**

**Period:**

**Submitted For:** Don  
McDaniel  
Jr.

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

---

**Information**

**Subject**

Update on legislative activity in Washington, D.C. from Patricia Power of Bose Public Affairs Group

**Suggested Motion**

Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

---



**ARF-2296**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Gary

Goetteman,  
Justice of the  
Peace-Globe  
Region

Submitted By:

Dana Sgroi, Contracts Support  
Specialist, Finance Division

Department: Justice Court-Globe Regional

---

Information

Request/Subject

Approval of Intergovernmental Agreement No. 110113 with the Town of Hayden for Judicial Services by the Globe Regional Justice Court.

Background Information

On January 1, 1999, Resolution No. 98-1-1 was adopted by the Gila County Board of Supervisors to create the Globe Regional Justice Precinct and the Payson Regional Justice Precinct. The Globe Regional Justice Court (GRJC) was formed to consolidate justice courts from the Miami Justice Precinct and the Hayden-Winkelman Justice Precinct, in an effort to provide the maximum of services while operating within budgetary restraints. Part of the duties of the GRJC is to adjudicate small claims cases, civil suits, traffic violations and other disputes. Additionally, the GRJC houses copies of records of misdemeanor and certain civil cases. Currently, anyone from the Town of Hayden or surrounding southern Gila County, who has or has had Justice Court business, must travel to Globe to transact their business.

Evaluation

It is the desire of the Globe Regional Justice Court (GRJC) to enter into an Intergovernmental Agreement (IGA) with the Town of Hayden whereby the Town of Hayden would provide municipal facilities for the GRJC to receive filings and hold video appearances and trials for uncomplicated civil matters, for the residents of the Town of Hayden and surrounding southern Gila County, who need these services. This would eliminate the need for those residents to travel to Globe for minor civil matters. With the technological advances available, the costs would be minimal to implement the video proceedings and it would remove the burden of travel for the residents of southern Gila County.

The Town of Hayden has an established network connection that has Internet capability. The GRJC would simply utilize Hayden's Internet connection to enter a mutual video conference room with the Town of Hayden. The conference rooms are already pre-created and established for Gila County use. There is no additional cost associated with the video conference room usage to the Town of Hayden. Additionally, with the IGA, the Town of Hayden will permit its municipal court clerk to handle all associated clerical needs.

Conclusion

It is the goal of the Globe Regional Justice Court to provide the maximum amount of services to the Town of Hayden residents in a manner that will accommodate their needs. With the technological advances available, this can be obtained at a minimal cost to the Town of Hayden, while eliminating the need of those residents of southern Gila County to travel to Globe for their court needs.

#### Recommendation

It is the recommendation of Judge Gary Goettman to approve Intergovernmental Agreement No. 110113 to utilize the Town of Hayden facilities which will alleviate the need for the residents of southern Gila County in the Hayden area to travel to Globe for uncomplicated civil matters to be heard by the Globe Regional Justice Court.

#### Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 110113 between Gila County and the Town of Hayden to allow the County to utilize the Town of Hayden's facilities to deliver uncomplicated judicial services to the residents of southern Gila County in the Hayden area who need these services. **(Gary Goettman)**

---

#### Attachments

IGA No. 110113 with the Town of Hayden

Legal Explanation



**INTERGOVERNMENTAL AGREEMENT NO. 110113**

**BETWEEN**

**GILA COUNTY**

**GLOBE REGIONAL JUSTICE COURT**

**AND**

**THE TOWN OF HAYDEN**

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Gila County, hereinafter referred to as "County" and the Town of Hayden; hereinafter referred to as "the Town".

**RECITALS**

**WHEREAS**, the parties desire to enter into an agreement whereby Gila County will utilize facilities provided by the Town of Hayden in order to deliver judicial services to constituents in the Hayden area;

**WHEREAS**, The County will be allowed to utilize the Town of Hayden facilities, on occasion and when facilities are available, to receive filings, perform simple video appearances and trials for uncomplicated civil matters such as evictions.

**SCOPE**

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Town will provide municipal facilities for the Globe Regional Justice Court to receive filings, hold video appearances and trials for uncomplicated civil matters such as evictions, for the residents of southern Gila County in the Hayden area who need these services;
2. The County will schedule the Town of Hayden facilities, at a minimum, a week in advance of the court dates;
3. The receipt of fees by the Hayden Municipal Court and by the Globe Regional Justice Court will follow the procedure prepared and promulgated by the Globe Justice of the Peace in accordance with the Minimum Accounting Standards required by the Administrative Office of the Courts (AOC) and currently in effect.

4. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Town of Hayden  
Attn: Mayor Charles A. Vega  
P.O. Box B  
Hayden, Arizona 85235

Gila County Board of Supervisors  
Attn: Don McDaniel, Jr.  
1400 E. Ash Street  
Globe, Arizona 85501

**GENERAL TERMS**

1. Indemnification: The Town shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Workers Compensation. During work on this Intergovernmental Agreement, employees of both the Town and the County staff shall maintain their status respectively as Town or County employees, but shall perform under the direction and authority of the either the County or Town as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.
3. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
5. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

6. **Entire Agreement:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. The County and the Town shall each maintain a budget to fulfill their obligations under this Intergovernmental Agreement.

**IN WITNESS THEREOF**, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY**

\_\_\_\_\_  
Michael A. Pastor, Chairman  
Gila County Board of Supervisors

**TOWN OF HAYDEN**

  
\_\_\_\_\_  
Charles A. Vega  
Mayor

**ATTEST:**

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

**ATTEST:**

  
\_\_\_\_\_  
Laura E. Romero, Town Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Steve Cooper, Attorney for Town of Hayden

**APPROVED AS TO FORM AND SUBSTANCE:**

\_\_\_\_\_  
Gary Goettman, Justice of the Peace  
Globe Regional Justice Court



## *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-2341**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Kendall Dee  
Rhyne, Chief  
Probation  
Officer

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

Department: Superior Court

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 2-18-14 to Grant?: No

Begin & End: 6-30-14

Matching No Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Approval to use Maricopa County Contract No. 13024 S to replace a CCTV Control System through cooperative purchasing.

Background Information

The closed circuit television security camera system (CCTV) at the Juvenile Detention building at 1425 South Street in Globe, Arizona, has been in need of an upgrade to the system for a couple of years. The CCTV system is used to monitor the activities of all individuals throughout the building, as well as outside of the building. In the event of an altercation among detainees, the video collected by the CCTV system is used in court hearings related to the altercation. In compliance with Arizona Revised Statute 8-306B, the Arizona Department of Juvenile Corrections conducted an inspection of the Gila County Juvenile Detention Facility on October 11, 2013. An area of concern that continues to be an issue is the video monitoring system. The video monitoring system was partially inoperable during the inspection and it was also noted that there are several blind spots throughout the facility. The Gila County Juvenile Detention Facility is scheduled for another inspection this month by the Arizona Department of Juvenile Corrections, in addition to an inspection by the Administrative Office of the Courts this year.

On December 20, 2012, a construction walk through was held at the Juvenile Detention Center to provide an opportunity for vendors to design and quote a control system that would provide a solution to the faulty and failing CCTV system currently in place, yet utilize the existing cameras that were still of good quality. The Finance Department approached this project through a "Quote Request" based on the expectation that costs would be less than \$20,000, and this process would allow vendors to provide a competitively priced proposal to Gila County. Proposals were due on January 14, 2013.

Unfortunately, based on the existing equipment, and without having an engineered design that the vendors could use for uniformity in pricing, the results of the proposals that were submitted were incomparable to each other, as well as over the expected dollar amount. During discussions to explore options available to procure competitive pricing, it was discovered that there had not been any money budgeted for this project in the FY2012-2013 budget.

In the past, Gila County has used the Maricopa County contracts as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) cooperative purchasing program, in order to save Gila County the time and money involved in the bidding process by using a contract already established with a discounted rate.

All agencies who have signed the Cooperative Purchasing Agreement with S.A.V.E. have the availability to use each agency's contracts. Gila County and Maricopa County are both members of S.A.V.E.

### Evaluation

In the past, Gila County has used Maricopa County contracts as part of the Strategic Alliance for Volume Expenditures (S.A.V.E) cooperative purchasing program in order to save Gila County the time and money involved in the bidding process by using a contract already established with a discounted rate.

All agencies who have signed the Cooperative Purchasing Agreement with S.A.V.E. have the availability to use each agency's contracts. Gila County and Maricopa County are both members of S.A.V.E. Maricopa County has awarded Contract No. 13024 S for Security Electronic Systems: Parts, Maintenance & Repair to several vendors, including Norment Security Group, Inc.

Norment Security Group, Inc. is a contractor that has provided Gila County service and support for many years, and understands the County's needs. Norment Security Group, Inc. knows our facilities (Globe Jail, Payson Jail, Juvenile Detention) and equipment so well that Facilities can call them at any time and get support over the phone. They provide CCTV equipment and hard line equipment and support to most detention facilities in the state and other areas throughout the Country.

Based on the pricing on Maricopa County Contract No. 13024 S, Norment Security Group, Inc. has submitted a quote in the amount of \$86,238.65 for the replacement of the control system, and additional cameras as requested by the Detention Department.

### Conclusion

By using the the Maricopa County contract with Norment Security Group, Inc. for Security Electronic Systems: Parts, Maintenance & Repair, it will save Gila County time and money in having to go out for bids to establish a contract for the service when the contract has already been established and is in place through cooperative purchasing with a discounted rate.

### Recommendation

The Public Works Division Director recommends that the Board of Supervisors approve the use of the Maricopa County Contract No. 13024 S, with Norment Security Group, Inc. for Security Electronic Systems: Parts, Maintenance & Repair, for Gila County.

Suggested Motion

Information/Discussion/Action to approve the County's use of Maricopa County Contract No. 13024 S between Gila County and Norment Security Group, Inc. in the amount of \$86,238.65 whereby the contractor will provide a system upgrade to the existing closed circuit television system at the Gila County Juvenile Detention building at 1425 South Street in Globe, Arizona.

**(Kendall Rhyne and Steve Stratton)**

---

Attachments

Norment Security Group Inc. quote for CCTV System Upgrade for Juvenile Detention

S.A.V.E. Cooperative Purchasing Agreement

Maricopa County Contract 13024 S with Norment Security Group

Legal Explanation



**SECURITY GROUP, INC.**  
www.normentsecurity.com

January 16, 2014

Jeannie Sgroi, Contracts Support Specialist  
Gila County Finance  
Guerrero Building  
1400 E. Ash Street  
Globe, AZ 85501

Re: **Replace CCTV Control System at the Gila County Juvenile Detention Facility**  
**REVISED 1/16/2014**

Dear Ms. Sgroi:

Norment Security Group, Inc. is pleased to provide the following proposal to replace the existing Closed Circuit Television (CCTV) control system at the Juvenile Facility.

**A. Scope of Work:**

1. The existing control and recording system will be removed and replaced with a Bosch based system as described below:
  - a. Cameras:
    1. The two (2) Pan-Tilt-Zoom (PTZ) cameras in the Vehicle Sallyport will be replaced with Bosch Outdoor PTZ Dome Cameras.
    2. The two (2) Pan-Tilt-Zoom (PTZ) cameras in A and B Pods will be replaced with Bosch Indoor PTZ Dome Cameras.
    3. The existing fixed cameras will be re-used and connected to the new system.
    4. Two (2) new outdoor PTZ cameras will be installed in the exercise areas to view the Northwest and Southeast areas. The new cameras will be connected to the new system.
    5. Seven (7) new indoor PTZ cameras will be installed, and connected to the new system, to provide views of the following locations:
      - a. Corridor 115 over the Visitation door
      - b. Corridor 115 over the Sallyport door
      - c. Intake area above holding door 117
      - d. Staging area to view "A" Pod entry

- e. Staging area to view "B" Pod entry
- f. Dayroom A mezzanine
- e. Dayroom B mezzanine

b. Digital Video Recording:

1. The existing and new PTZ cameras will be connected to an encoder and sent to a Bosch IP Video Management Appliance for recording. The recorder contains 8TB hard drive space in a RAID 5 configuration. The hard drive space will allow for a minimum of 30 days storage of the camera video with the recording set at CIF quality and 30 FPS. A longer duration of storage can be achieved by adjusting certain recording parameters, these adjustments can be implemented as the system is operating and on an as needed basis.
2. The recording appliance, encoders, UPS and ancillary equipment will be housed in a floor mounted cabinet located in the equipment; as the existing cabinet is not of sufficient size to accommodate the new equipment.

c. Video Monitoring and Control:

1. Two (2) viewing stations will be installed in the Control Room to allow operating monitoring and camera control. These viewing stations are connected to the recording appliance via dedicated LAN and run the Bosch Video Management System software package (BVMS). Each viewing station will contain two (2) wide screen monitors that allow a "video wall" to be set-up where a variety of camera display options can be established. The BVMS allows complete control of the camera system and recorders and can be password protected to restrict operator privileges.

Manufacturer's data sheets are included as a separate attachment to this proposal and provide a more detailed description of the major components offered.

B. System Pricing:

1. Materials:	\$ 53,626.75
Tax:	\$ 4,611.90
Labor:	<u>\$ 28,000.00</u>
Total:	\$ 86,238.65

*(EIGHTY TWO THOUSAND ONE HUNDRED TWENTY NINE AND 77/100 DOLLARS)*

C. Terms and Conditions:

1. Terms and Conditions of Maricopa County Contract No. 13024-S apply.

I appreciate the opportunity to provide you with this proposal and look forward to working with Gila County on this project. Kindly contact me should you need additional information or clarifications.

Sincerely,

  
NORMENT SECURITY GROUP, INC.

Howard J. Pearsall  
Southwest Regional Manager

**GILA COUNTY JUVENILE DETENTION FACILITY  
CCTV SYSTEM UPGRADE**

Date: 1/16/2014

Item	Code	Qty.	Manufacturer	Part Number	Description	Unit Cost	Extended Cost	Unit Price	Extended Price
1	L	160	Norment		Installation			\$100.00	\$16,000.00
2	L	40	Norment		Programming			\$100.00	\$4,000.00
3	L	60	Norment		Engineering			\$100.00	\$6,000.00
4	L	20	Norment		Commissioning/Training			\$100.00	\$2,000.00
5	M	1	Atlas	RX21-30SFD	Cabinet	\$787.50	\$787.50	\$984.50	\$984.50
6	M	1	Bosch	BRS-RAC2-8100A	Recording Station Appliance	\$5,950.00	\$5,950.00	\$7,437.50	\$7,437.50
7	M	1	Bosch	LTC 8786/60	RS232 to Bi-Phase Converter	\$189.26	\$189.26	\$236.75	\$236.75
8	M	4	ASUS	PA248Q	24" Widescreen Monitor	\$335.00	\$1,340.00	\$418.75	\$1,675.00
9	M	4	Bosch	UMM-LW-30B	Monitor Wall Mount	\$89.25	\$357.00	\$111.75	\$447.00
10	M	9	Bosch	VG4-A-9543	Pipe Mount	\$54.44	\$489.96	\$68.25	\$614.25
11	M	4	Bosch	VG4-PA0	Wall Arm	\$102.85	\$411.40	\$128.75	\$515.00
12	M	4	Bosch	VG5-623-ECS	28X Outdoor PTZ Dome	\$1,368.42	\$5,473.68	\$1,710.75	\$6,843.00
13	M	9	Bosch	VG5-623-PCS	28X Indoor PTZ Dome	\$1,461.12	\$13,150.08	\$1,826.50	\$16,438.50
14	M	2	Bosch	VIP-X1600-B	Encoder Chassis	\$550.60	\$1,101.20	\$688.25	\$1,376.50
15	M	2	Bosch	VIP-X1600-PS	Encoder Power Supply	\$113.00	\$226.00	\$141.25	\$282.50
16	M	4	Bosch	VIP-X1600-XFM4A	4 Channel Encoder Module	\$1,015.00	\$4,060.00	\$1,268.75	\$5,075.00
17	M	3	Bosch	VIP-X1600-XFM4B	4 Channel Encoder Module / Bilinks	\$1,115.00	\$3,345.00	\$1,393.75	\$4,181.25
18	M	1	Connect Air	W244P-274BL	CAT 6 CMP Cable	\$279.00	\$279.00	\$348.75	\$348.75
19	M	4	Connect Air	WRG59-2701	RG59/U Plenum Coax	\$292.00	\$1,168.00	\$365.00	\$1,460.00
20	M	4	Connect Air	W181P-2051	2 Cond #18 Plenum Cable	\$121.00	\$484.00	\$151.25	\$605.00
21	M	3	Connect Air	W221P-2044	1 Pr #22 Shielded Plenum Cable	\$201.00	\$603.00	\$251.25	\$753.75
22	M	2	Dell	3010	Work Station Computer	\$1,090.00	\$2,180.00	\$1,362.50	\$2,725.00
23	M	1	Dlink	DGS-1016D	Ethernet Switch	\$149.00	\$149.00	\$186.25	\$186.25
24	M	1	Powerware	PW9130L1500R-XL2U	1500 VA Rackmount UPS	\$1,153.00	\$1,153.00	\$1,441.25	\$1,441.25
									<b>\$81,626.75</b>

**Total Materials: \$53,626.75**  
**Sales Tax: \$4,611.90**  
**Labor: \$28,000.00**  
**Sell Price: \$86,238.65**

**PROPRIETARY**  
**NORMENT SECURITY GROUP, INC.**  
**JANUARY 16, 2014**

# Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following 271 agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of January 13, 2014.

## Municipalities

City of Apache Junction  
City of Avondale  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa  
City of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of Scottsdale  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma  
Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Chino Valley  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Gilbert  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek  
Town of Sahuarita  
Town of Superior  
Town of Wickenburg

## Counties

Apache County  
Cochise County  
Coconino County  
Gila County  
Graham County  
La Paz County

Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

## Higher Education

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of Technology (CAVIT)  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
East Valley Institute of Technology (EVIT)  
Gila Institute for Technology, a Joint Technology Education District (JTED)  
Graham County Community College District  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Community College  
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School  
University of Arizona  
Yavapai College

## Political Agencies

Arizona Supreme Court  
Central Arizona Project  
Housing Authority of Maricopa County  
Maricopa Association of Governments  
Maricopa Integrated Health System  
Superior Court of Arizona, Maricopa County  
Tucson Airport Authority  
Valley Metro Regional Public Transit Authority  
Phoenix-Mesa Gateway Airport Authority

## Misc. Agencies

Central Arizona Water Conservation District (CAWCD)  
Central Yavapai Fire District  
Drexel Heights Fire District  
Fire District of Sun City West  
Horizon Community Learning Center / Horizon Charter School  
Mary C. O'Brien ASD  
Mountain Institute JTED  
Mt. Lemmon Fire District  
North Country Community Health Center  
Northeast AZ Tech Institute of Voc Ed  
Northwest Fire District  
Pima County Joint Technology District #11 (JTED)  
Pima County School Reserve Fund

Shonto Preparatory Schools  
Superstition Mtn Community Facilities District  
Sun City West Fire District

### School Districts

Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District  
Avondale Elementary School District #44  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District  
Globe Unified School District #1

Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littlefield Unified School District #9  
Littleton Elementary School District #65  
Madison Elementary School District #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified School District #8  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District  
Mayer Unified School District #43  
Mesa Unified School District # 4  
Mobile Elementary School District #86  
Mohave Valley Elementary School District #16  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Osborn Elementary School District #8  
Page Unified School District #8  
Palominas Elementary School District #49  
Palo Verde Elementary School District #49  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary School District #12  
Pinon Unified School District #4  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Red Mesa Unified School District #27  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90

Safford Unified School District #1  
Sahuarita Unified School District #30  
San Carlos Unified School District #20  
Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District  
Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools

Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70



Site Map | Search | Phone Directory | Departments | Services

Contact Us



## Office of Procurement Services



Procurement Services | Site Map

Office of Procurement Services : [Cooperative Purchasing](#) : S.A.V.E.

Search Office of Procurement Services

[Go]

### S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement

#### Main Menu

- Doing Business
- Vendor Registration
- Open Solicitations
- County Contracts
- Ethics in Procurement
- Construction
- Procurement Code
- Cooperative Purchasing
  - [S.A.V.E.](#)
- Public Records
- FAQs
- Helpful Links
- Employment
- Contact Us
- OPS Home



The contract listing included here is updated quarterly and is not a complete listing of contracts available to SAVE Agency Members. Please visit SAVE Agency Member sites for all available contracts. In order to utilize these contracts, you must be a participant in the S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement.

GPPCS and SAVE are both Purchasing Consortiums that are comprised from the Cooperative Purchase Agreements that each public member entity has signed in order to participate in the various cooperative contracts.

What is a GPPCS/SAVE Contract? In reality, there is no such thing as a GPPCS or SAVE contract. Rather, participating member's, often referred to as "lead entities" issue and award contracts as a result of Invitations for Bids (IFB's) and Request for Proposals (RFP's) that include cooperative purchasing language. GPPCS and SAVE do not issue IFB's or RFP's or award contracts, nor do they endorse any contract that may contain cooperative language. If you are looking for a GPPCS or SAVE contract, the question you first need to answer is which "lead entity" awarded the contract.

Vendors who have been awarded contracts with GPPCS or SAVE cooperative language should be aware that each potential participating member entity reserves the right to perform a separate "due diligence" review to ensure the resultant award complies with that entities procurement rules and regulations. To help facilitate a member's due diligence review, vendors should be able to readily identify the lead entity that awarded the contract, rather than use the blanket statement of "I was awarded a GPPCS/SAVE contract".

- [City of Phoenix](#)
- [City of Chandler](#)
- [City of Glendale](#)
- [Maricopa Community Colleges](#)
- [City of Mesa](#)
- [City of Peoria](#)
- [City of Scottsdale](#)
- [City of Tempe](#)
- [Town of Queen Creek](#)
  
- [Contract Listing](#)
- [Meeting Calendar](#)
- [List of All Participating Agencies](#)
- [The SAVE Co-op agreement and a sample signature page](#)



This page last updated on: 1/16/2014 10:59 AM  
General Admin Hours  
Mon-Fri: 8am-5pm  
except holidays

[Maricopa County Office of Procurement Services](#)

320 West Lincoln, Second Floor  
Phoenix, AZ 85003  
Phone: (602) 506-3967 // Fax: (602) 258-1573

[Maricopa Home](#)   [Site Map](#)   [Legal Information](#)   [Privacy/Security Policies](#)

© 2014 Maricopa County



Maricopa County || 301 W. Jefferson St. || Phoenix, AZ 85003  
602-506-3011

**1.0 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND CONDITIONS FOR INVITATION FOR BIDS:**

**1.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

The Office of Procurement Services reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**1.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**1.3 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**1.4 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**1.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

1.6 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

1.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

1.8 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

1.9 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

1.10 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

1.10.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

1.10.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

1.11 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future

claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

1.12 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

1.13 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder

1.14 **CONTRACTOR LICENSE REQUIREMENT:**

1.14.1 **The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.**

1.14.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

1.15 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

1.15.1 **The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:**

1.15.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;**

1.15.1.2 **have not within 3-year period preceding this Contract 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;**

- 1.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
    - 1.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
  - 1.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
  - 1.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 1.16 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**
  - 1.16.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). 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 Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
  - 1.16.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.16.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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.

**1.17 INFLUENCE**

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.**

**An attempt to influence includes, but is not limited to:**

**1.17.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

**1.17.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

**SERIAL 13024 S SECURITY ELECTRONIC SYSTEMS: PARTS, MAINTENANCE & REPAIR**

**DATE OF LAST REVISION: October 09, 2013 CONTRACT END DATE: October 31, 2016**

**CONTRACT PERIOD THROUGH OCTOBER 31, 2016**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **SECURITY ELECTRONIC SYSTEMS: PARTS, MAINTENANCE & REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 09, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

DW/mm  
Attach

Copy to: Office of Procurement Services  
Don Jeffery, Facilities Management

(Please remove Serial 06112-S from your contract notebooks)

**ENTERPRISE SECURITY, INC, 1060 N TUSTIN AVENUE, ANAHEIM, CA 92807**

COMPANY NAME: Enterprise Security, Inc  
 DOING BUSINESS AS (DBA) NAME: Enterprise Security, Inc  
 MAILING ADDRESS: 505 S 48th St #103 Tempe, AZ 85281  
 REMIT TO ADDRESS: 1060 N Tustin Ave Anaheim, CA 92807  
 TELEPHONE NUMBER: 480-223-8098  
 FACSIMILE NUMBER: 480-557-9112  
 WEB SITE: www.entersecurity.com  
 REPRESENTATIVE NAME: Dave Toon  
 REPRESENTATIVE TELEPHONE NUMBER: 480-223-8098  
 REPRESENTATIVE E-MAIL: dave.toon@entersecurity.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **1.06% OF TOTAL BID AMOUNT**

NET 30 DAYS

**FIRST CALL**

**Parts and Products**

Title	Unit	Qty	UofM	Description	Bidder Notes
	Price				
Alt 9" Monitor	\$960.70	1	each	Manufacturer = Bosch Model Number = LTC 2910/90 Quantity;= 30	Recommended Replacement: UML-192-90 BOSCH 19" LCD FLAT PANEL MONITOR W/BNC
Alt Camera	\$221.94	1	each	Manufacturer; = Bosch Model Number = LTC 9349/20CS-38 Quantity = 10	Recommended Replacement: BOSCH FLEXIDOME INDOOR CAMERA 2.6-6MM WITH SURFACE BOX
Camera	\$256.09	1	each	Manufacturer = Bosch Model Number = VCD-455V03-20 Quantity = 10	BOSCH FLEXIDOME- XT COLOR NTSC 540TVL 12VDC- 24VAC 2.5-6 MM LENS



**ENTERPRISE SECURITY, INC, 1060 N TUSTIN AVENUE, ANAHEIM, CA 92807**

Camera Input Way	\$3,823.88	1	each	Model; Number = LTC 8903/60 Quantity = 1	ALLEGIANT LTC 8903 CAMERA BAY, 120VAC
Monitor Output Way	\$3,450.50	1	each	Model Number = LTC 8902/60 Quantity = 1	ALLEGIANT LTC 8902 MONITOR BAY, 120VAC
Alt Lan Hub	\$1,673.75	1	each	Manufacturer = Phillips Model Number = LTC 8964/92 Quantity = 1	Replacement: LTC 8964/93 BASIC 24-PORT EXPANSION LAN SW, FOR 8900
Video Quad (Color)	\$637.31	1	each	Model Number = LTC 2380/90 Quantity = 1	DIGITAL VIDEO QUAD PROCESSOR
Alt Computer	\$1,625.00	1	each	Manufacturer = MicronPC Quantity = 4	Recommended Replacement: DELL OPTIPLEX 3010 DESKTOP WIN 7
MATCH Reader Interface Board	\$123.50	1	each	Manufacturer = Hirsch Model Number = MRIB Quantity = 2	HIRSCH MATCH READER INTERFACE BOARD
Scramble *Net MATCH Enrollment Station	\$162.50	1	each	Manufacturer = Hirsch Model Number = SMES-U Quantity = 1	HIRSCH SOFTWARE ENROLLMENT STATION - UNIVERSAL
Model 8 DIGI*TRAC Access Control Unit	\$2,544.75	1	each	Manufacturer = Hirsch Model Number = M8N Quantity = 1	HIRSCH DIGI*TRAC MODEL 8N - 8 DOOR - 115VAC
Model 16 DIGI*TRAC Secure Alarm Control Unit	\$1,407.25	1	each	Manufacturer = Hirsch Model Number = M16N Quantity = 1	HIRSCH DIGI*TRAC MODEL 16N - 16 INPUT - 115VAC
Mullion Mounted Card Reader Sensor	\$169.00	1	each	Manufacturer = Hirsch Model Number = CR-FP3511A Quantity = 2;	HIRSCH Mullion Mounted Card Reader Sensor
Wall Mounted Card Reader Sensor	\$169.00	1	each	Manufacturer = Hirsch Model Number = CR-FP3521A Quantity = 2	HIRSCH INDALA/PROX READER - ARCH WS
Type B Flush Intercom Station with Call-in	\$256.09	1	each	Manufacturer = Phillips Model Number = VDC-455V03-20 Quantity = 1	BOSCH FLEXIDOME-XT COLOR NTSC 540TVL 12VDC-24VAC 2.5-6 MM LENS
Wall Mounted Fixed Color Dome Cameras (3.5-8mm)	\$221.94	1	each	Manufacturer = Phillips Model Number = LTC 9449/20CS-38W Quantity = 2	Replacement: BOSCH FLEXIDOME-XT COLOR NTSC 540TVL 12VDC-24VAC 3-9MM, SURFACE MOUNT
Alt Ceiling Mounted Fixed Color Dome Cameras (5-50mm)	\$221.94	1	each	Manufacturer = Phillips Model Number = LTC 9349/20CS-55 Quantity = 3	Replacement: BOSCH FLEXIDOME-XT COLOR NTSC 540TVL 12VDC-24VAC 3-9MM, SURFACE MOUNT

**ENTERPRISE SECURITY, INC, 1060 N TUSTIN AVENUE, ANAHEIM, CA 92807**

Alt Wall Mounted Fixed Color Exterior Dome Camera (2.5-8mm)	\$221.94	1	each	Manufacturer = Phillips Model Number = LTC 9450/20CH-38W Quantity = 1	Replacement: BOSCH FLEXIDOME-XT COLOR NTSC 540TVL 12VDC-24VAC 3-9MM, SURFACE MOUNT
Alt Parapet Mounted PTZ Envirodome	\$66.95	1	each	Manufacturer = Phillips Model Number = ENVD2460R Quantity = 1	BOSCH POLE MOUNT (REPL PART 2 OF 3)
Alt Parapet Mounted PTZ Envirodome	\$200.85	1	each	Manufacturer = Phillips Model Number = ENVD2460R Quantity = 1	BOSCH AUTODOME ROOF PARAPET MOUNT W/O PIPE (REPL PART 3 OF 3)
Alt Parapet Mounted PTZ Envirodome	\$1,879.96	1	each	Manufacturer = Phillips Model Number = ENVD2460R Quantity = 1	BOSCH 600 SERIES PTZ, 28X DAY/NIGHT, NTCS, STD, OUTDOOR PENDANT, ANALOG CLEAR BUBBLE. (REPL PART 1 OF 3)
Alt Pole Mounted TPZ Envirodome	\$66.95	1	each	Manufacturer = Phillips Model Number = ENVD2460M Quantity = 1	BOSCH BOSCH MAST MOUNT KIT FOR VG4 SERIES (REPL PART 2 OF 3)
Alt Pole Mounted TPZ Envirodome	\$133.90	1	each	Manufacturer = Phillips Model Number = ENVD2460M Quantity = 1	BOSCH AutoDome Pendant Arm and 24VAC PS Box (REPL PART 3 OF 3)
Alt Pole Mounted TPZ Envirodome	\$1,879.96	1	each	Manufacturer = Phillips Model Number = ENVD2460M Quantity = 1	BOSCH 600 SERIES PTZ, 28X DAY/NIGHT, NTCS, STD, OUTDOOR PENDANT, ANALOG CLEAR BUBBLE. (REPL PART 1 OF 3)
Alt Ceiling Mount Interior PTZ Dome	\$62.40	1	each	Manufacturer = Phillips Model Number = ;G3ACS6T Quantity = 1	BOSCH AutoDome InCeil HighRes Bubble Clear (REPL PART 2 OF 2)
Alt 10 Channel Digital Video Multiplexer & Recorder	\$1,033.50	1	each	Manufacturer = Kalatel Model Number = DVMRE1-CTII-160 Quantity = 1	Recommended Replacement: Kalatel TRUVISION DVR 11 H.264 16CH 1T 16 CHANNEL DVR
Alt 4 Channel Digital Video Multiplexer & Recorder	\$383.50	1	each	Manufacturer = Kalatel Model Number = DVMRE4-CTII-80 Quantity = 1	Kalatel TRUVISION DVR 11 COMPACT H.264 4 CHANNEL DVR
Alt LAN Switch	\$1,673.75	1	each	Manufacturer = Allegiant Model Number = ;LTC 8964/92 Quantity = 1	Replacement Part: BASIC 24-PORT EXPANSION LAN SW, FOR 8900

**ENTERPRISE SECURITY, INC, 1060 N TUSTIN AVENUE, ANAHEIM, CA 92807**

ALTV 2416 CBX Power Supply	\$126.09	1	each	Manufacturer = Altronix Quantity = 2	ALTRONIX ALTV 2416 CBX Power Supply
Alt Calibur	\$1,033.50	1	each	Manufacturer = Kalatel Model Number = DVMRE1-CTII-160 Quantity = 1	Replacement: Kalatel TRUVISION DVR 11 H.264 16CH 1T 16 CHANNEL DVR
Alt PS873 Class 2 Power Supply	\$384.51	1	each	Manufacturer = Van Duprin Quantity = 2	Replacement: VON DUPRIN PS914 Power Supply

<b>Labor Rates</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Labor: Regular Business Hours Service Work	\$53.00	1	hour
Labor: After Hours Service Work	\$68.00	1	hour
Labor: Weekend Service Work	\$68.00	1	hour
Labor: Holiday Service Work	\$68.00	1	hour
Parts, Components, Materials, Cost Plus	30.00%	1	each
Labor: Outside the Scope of Work	\$75.00	1	hour
<b>Training Rate</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Training Rate	\$53.00	1	hour

**[13024-Alternative Price Line Items - Enterprise Security.pdf](#)**

PRICING SHEET: NIGP CODE 93673

Vendor Number: 2011002282 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2016**

**NORMENT SECURITY GROUP, 446 N AUSTIN DR, STE 1, CHANDLER, AZ 85226**

COMPANY NAME: Norment Security Group, Inc.  
 DOING BUSINESS AS (DBA) NAME: Norment Security Group, Inc.  
 MAILING ADDRESS: 446 N Austin Drive, Ste. 1 Chandler, AZ 85226  
 REMIT TO ADDRESS: 3224 Mobile Highway Montgomery, AL 36108  
 TELEPHONE NUMBER: 480.940.6970  
 FACSIMILE NUMBER: 480.753.3533  
 WEB SITE: [www.normentsecurity.com](http://www.normentsecurity.com)  
 REPRESENTATIVE NAME: Howard Pearsall  
 REPRESENTATIVE TELEPHONE NUMBER: 480.940.6970  
 REPRESENTATIVE E-MAIL: [howard.pearsall@normentsecurity.com](mailto:howard.pearsall@normentsecurity.com)

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

**THIRD CALL**

**Parts and Products**

Title	Unit	Qty	UofM	Description	Bidder Notes
	Price				
9" Monitor	\$727.00	1	each	Manufacturer = Bosch Model Number = LTC 2910/90 Quantity;= 30	OBSOLETE BOSCH UML-191-90 PROPOSED
Camera	\$669.50	1	each	Manufacturer; = Bosch Model Number = LTC 9349/20CS-38 Quantity = 10	OBSOLETE BOSCH VG5-163-CT0 PROPOSED
Camera	\$256.00	1	each	Manufacturer = Bosch Model Number = VCD-455V03-20 Quantity = 10 Quantity = 10	
Camera Input Way	\$4,120.00	1	each	Model;Number = LTC 8903/60 Quantity = 1	
Monitor Output Way	\$3,719.00	1	each	Model Number = LTC 8902/60 Quantity = 1	

**NORMENT SECURITY GROUP, 446 N AUSTIN DR, STE 1, CHANDLER, AZ 85226**

Computer	\$1,275.00	1	each	Manufacturer = MicronPC Quantity = 4	OBSOLETE DELL OPTIPLEX 960
Power Supply	\$370.00	1	each	Manufacturer = Omron Model Number = C200HW-PA204 Quantity = 10	
PLC	\$4,051.00	1	each	Manufacturer = Omron Model Number = CS1H-CPU66H Quantity = 1	
Ethernet Module	\$1,207.00	1	each	Manufacturer = Omron Model Number = CS1WETN21 Quantity = 1	
Input Module	\$709.00	1	each	Model Number = CS1WID261 Quantity = 2	
Output Module	\$678.00	1	each	Model Number = CS1WOD261 Quantity = 2	
Door Control Circuit Board	\$591.00	1	each	Model Number = 248 Quantity = 3	
Type B Flush Intercom Station with Call-in	\$88.00	1	each	Manufacturer = Harding Instruments Model Number = ICM-420-211-001 Quantity = 5	
Vari-focal Color Dome Camera	\$256.00	1	each	Manufacturer = Phillips Model Number = VDC-455V03-20 Quantity = 1	
Wall Mounted Fixed Color Dome Cameras (3.5-8mm)	\$884.00	1	each	Manufacturer = Phillips Model Number = LTC 9449/20CS-38W Quantity = 2	OBSOLETE BOSCH VG5-161-PT0 OFFERED
Ceiling Mounted Fixed Color Dome Cameras (5-50mm)	\$670.00	1	each	Manufacturer = Phillips Model Number = LTC 9349/20CS-55 Quantity = 3	OBSOLETE BOSCH VG5-163-CT0 OFFERED
Wall Mounted Fixed Color Exterior Dome Camera (2.5- 8mm)	\$1,294.00	1	each	Manufacturer = Phillips Model Number = LTC 9450/20CH-38W Quantity = 1	OBSOLETE BOSCH VG5-162-EC0 PROPOSED

**NORMENT SECURITY GROUP, 446 N AUSTIN DR, STE 1, CHANDLER, AZ 85226**

Parapet Mounted PTZ Envirodome	\$2,238.00	1	each	Manufacturer = Phillips Model Number = ENVD2460R Quantity = 1	OBSOLETE BOSCH VG5-623-ECS PROPOSED
Pole Mounted TPZ Envirodome	\$2,121.00	1	each	Manufacturer = Phillips Model Number = ENVD2460M Quantity = 1	OBSOLETE BOSCH VG5-623-ECS PROPOSED
Ceiling Mount Interior PTZ Dome	\$1,711.00	1	each	Manufacturer = Phillips Model Number = G3ACS6T Quantity = 1	OBSOLETE BOSCH VG5-623-CTS PROPOSED
Ceiling Mount Interior PTZ Dome				Model Number = G3ACS6T Quantity = 1	
10 Channel Digital Video Multiplexer & Recorder	\$1,658.00	1	each	Manufacturer = Kalatel Model Number = DVMRE1-CTII-160 Quantity = 1	OBSOLETE PELCO DS4716-250 PROPOSED
4 Channel Digital Video Multiplexer & Recorder	\$1,528.00	1	each	Manufacturer = Kalatel Model Number = DVMRE4-CTII-80 Quantity = 1	OBSOLETE PELCO DS4708-250 PROPOSED
IO/Station Boards	\$1,023.00	1	each	Manufacturer = Hardin Inst Model Number = SAB-400 Quantity = 3	
Touchscreen	\$943.00	1	each	Manufacturer = ELO Model Number = ELO1928L Quantity = 5	
Intercom Amplifiers	\$1,885.00	1	each	Manufacturer = Rauland Model Number = DCC-12 Quantity = 5 Quantity = 1 Quantity = 1	OBSOLETE TECHWORKS ICA-202D-RMS PROPOSED
Amplifier 900 Series II	\$609.00	1	each	Manufacturer = TOA Model Number = P912MK2 Quantity = 1	
ALTV 2416 CBX Power Supply	\$130.00	1	each	Manufacturer = Altronix Quantity = 2	

**NORMENT SECURITY GROUP, 446 N AUSTIN DR, STE 1, CHANDLER, AZ 85226**

Calibur	\$1,528.00	1	each	Manufacturer = Kalatel Model Number = DVMRE1-CTII-160 Quantity = 1	OBSOLETE PELCO DS4716-250 PROPOSED
PS873 Class 2 Power Supply	\$502.00	1	each	Manufacturer = Van Duprin Quantity = 2	OBSOLETE VON DUPRIN PS20289 PROPOSED

<b>Labor Rates</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Labor: Regular Business Hours Service Work	\$100.00	1	hour
Labor: After Hours Service Work	\$150.00	1	hour
Labor: Weekend Service Work	\$150.00	1	hour
Labor: Holiday Service Work	\$150.00	1	hour
Parts, Components, Materials, Cost Plus	25.00%	1	each
Labor: Outside the Scope of Work	\$150.00	1	hour

<b>Training Rate</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Training Rate	\$150.00	1	hour

**[13024-Alternative Price Line Items - Norment Security Group.pdf](#)**

PRICING SHEET: NIGP CODE 93673

Vendor Number: 2011000344 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2016**

**STANDARD TECHNOLOGY GROUP, LLC, 600 NORTH 4TH STREET, STE 460, PHOENIX, AZ 85004**

COMPANY NAME: Standard Technology Group, LLC  
 DOING BUSINESS AS (DBA) NAME: Standard Technology Group  
 MAILING ADDRESS: 600 North 4th Street STE 460 Phoenix, AZ 85004  
 REMIT TO ADDRESS: 600 North 4th Street STE 460 Phoenix, AZ 85004  
 TELEPHONE NUMBER: 602-300-3538  
 FACSIMILE NUMBER: \_\_\_\_\_  
 WEB SITE: www.stg-usa.com  
 REPRESENTATIVE NAME: Michael Berk  
 REPRESENTATIVE TELEPHONE NUMBER: 602-300-3538  
 REPRESENTATIVE E-MAIL: mike@stg-usa.com`

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

NET 30 DAYS

**SECOND CALL**

**Parts and Products**

Title	Unit	Qty	UofM	Description	Bidder Notes
	Price				
9" Monitor	\$529.00	1	each	Manufacturer = Bosch Model Number = LTC 2910/90 Quantity;= 30	
Camera	\$249.88	1	each	Manufacturer; = Bosch Model Number = LTC 9349/20CS-38 Quantity = 10	
Camera	\$326.88	1	each	Manufacturer = Bosch Model Number = VCD-455V03-20 Quantity = 10	
Camera Input Way	\$3,989.00	1	each	Model;Number = LTC 8903/60 Quantity = 1	
Monitor Output Way	\$3,612.00	1	each	Model Number = LTC 8902/60 Quantity = 1	
Lan Hub	\$1,865.00	1	each	Manufacturer = Phillips Model Number = LTC 8964/92 Quantity = 1	
Video Quad (Color)	\$774.00	1	each	Model Number = LTC 2380/90 Quantity = 1	
Computer	\$1,800.00	1	each	Manufacturer = MicronPC Quantity = 4	



**STANDARD TECHNOLOGY GROUP, LLC, 600 NORTH 4TH STREET, STE 460, PHOENIX, AZ 85004**

Power Supply	\$32.00	1	each	Manufacturer = Omron Model Number = C200HW-PA204 Quantity = 10	
PLC	\$3,862.00	1	each	Manufacturer = Omron Model Number = CS1H-CPU66H Quantity = 1	
Ethernet Module	\$2,291.00	1	each	Manufacturer = Omron Model Number = CS1WETN21 Quantity = 1	
Input Module	\$328.00	1	each	Model Number = CS1WID261 Quantity = 2	
Output Module	\$328.00	1	each	Model Number = CS1WOD261 Quantity = 2	
Network Switch	\$1,367.00	1	each	Manufacturer = Hirschmann Model Number = RS20-0800M2M2SDAE Quantity = 1	
Door Control Circuit Board	\$221.00	1	each	Model Number = 248 Quantity = 3	
MATCH Reader Interface Board	\$78.00	1	each	Manufacturer = Hirsch Model Number = MRIB Quantity = 2	
Scramble *Net MATCH Enrollment Station	\$349.88	1	each	Manufacturer = Hirsch Model Number = SMES-U Quantity = 1	
Model 8 DIGI*TRAC Access Control Unit	\$3,690.00	1	each	Manufacturer = Hirsch Model Number = M8N Quantity = 1	
Model 16 DIGI*TRAC Secure Alarm Control Unit	\$2,169.00	1	each	Manufacturer = Hirsch Model Number = M16N Quantity = 1	
Mullion Mounted Card Reader Sensor	\$358.00	1	each	Manufacturer = Hirsch Model Number = CR-FP3511A Quantity = 2	
Wall Mounted Card Reader Sensor	\$129.00	1	each	Manufacturer = Hirsch Model Number = CR-FP3521A	
Type B Flush Intercom Station with Call-in	\$795.00	1	each	Manufacturer = Harding Instruments Model Number = ICM-420-211-001 Quantity = 5 Quantity = 1	
Vari-focal Color Dome Camera	\$312.00	1	each	Manufacturer = Phillips Model Number = VDC-455V03-20 Quantity = 1	

**STANDARD TECHNOLOGY GROUP, LLC, 600 NORTH 4TH STREET, STE 460, PHOENIX, AZ 85004**

Wall Mounted Fixed Color Dome Cameras (3.5-8mm)	\$589.00	1	each	Manufacturer = Phillips Model Number = LTC 9449/20CS-38W Quantity = 2	
Ceiling Mounted Fixed Color Dome Cameras (5-50mm)	\$639.00	1	each	Manufacturer = Phillips Model Number = LTC 9349/20CS-55 Quantity = 3	
Wall Mounted Fixed Color Exterior Dome Camera (2.5-8mm)	\$723.80	1	each	Manufacturer = Phillips Model Number = LTC 9450/20CH-38W Quantity = 1	
Pole Mounted TPZ Envirodome	\$2,538.00	1	each	Manufacturer = Phillips Model Number = ENVD2460M Quantity = 1	
Ceiling Mount Interior PTZ Dome	\$2,137.00	1	each	Manufacturer = Phillips Model Number = ;G3ACS6T Quantity = 1	
10 Channel Digital Video Multiplexer & Recorder	\$2,986.00	1	each	Manufacturer = Kalatel Model Number = DVMRE1-CTII-160 Quantity = 1	
4 Channel Digital Video Multiplexer & Recorder	\$2,100.00	1	each	Manufacturer = Kalatel Model Number = DVMRE4-CTII-80 Quantity = 1	
IO/Station Boards	\$250.00	1	each	Manufacturer = ;Hardin Inst Model Number = SAB-400 Quantity = 3	
Main Server	\$2,600.00	1	each	Please provide pricing for a Main Server with a quantity = 1	
Touchscreen	\$785.00	1	each	Manufacturer = ELO Model Number = ELO1928L Quantity = 5	
LAN Switch	\$1,586.00	1	each	Manufacturer = Allegiant Model Number = ;LTC 8964/92 Quantity = 1	
Intercom Amplifiers	\$1,289.00	1	each	Manufacturer = Rauland Model Number = DCC-12 Quantity = 5	
Power Supply	\$886.00	1	each	Manufacturer = Omron Model Number = CVM1D PA208 Quantity = 1	
CPU-21	\$9,960.00	1	each	Manufacturer = Omron Model Number = CVM1DCPU21 Quantity = 1	
Control Unit	\$1,796.00	1	each	Manufacturer = Omron Model Number = CV500-1C101 Quantity = 1	
Duplex Unit	\$5,489.00	1	each	Manufacturer = Omron Model Number = CVM1D DPL01 Quantity = 1	
Ethernet Module	\$3,126.00	1	each	Manufacturer = Omron Model Number = CV500 ETN01 Quantity = 1	

**STANDARD TECHNOLOGY GROUP, LLC, 600 NORTH 4TH STREET, STE 460, PHOENIX, AZ 85004**

IP Module	\$998.00	1	each	Manufacturer = Omron Model Number = 3G2A5IOD219 Quantity = 2	
O/P Mod 888	\$1,583.00	1	each	Manufacturer = Omron Model Number = 3G2A5OD213 Quantity = 3	
Duplex Unit	\$3,249.00	1	each	Manufacturer = Omron Model Number = CVM1D DPL01 Quantity = 1	
24 Volt Power Supply	\$119.00	1	each	Manufacturer = Omron Model Number = S82K10024 Quantity = 5	
Amplifier 900 Series II	\$589.00	1	each	Manufacturer = TOA Model Number = P912MK2 Quantity = 1	
ALTV 2416 CBX Power Supply	\$169.00	1	each	Manufacturer = Altronix Quantity = 2	
Calibur	\$3,229.00	1	each	Manufacturer = Kalatel Model Number = DVMRE1-CTII-160 Quantity = 1 Quantity = 2	VON DUPRIN PS20289 PROPOSED
PS873 Class 2 Power Supply	\$610.00	1	each	Manufacturer = Van Duprin Quantity = 2	
Tool/Text Combination Kits	\$1,892.00	1	each	Manufacturer = TEK Scope Model Number = THS720A Quantity = 1	

<b>Labor Rates</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Labor: Regular Business Hours Service Work	\$150.00	1	hour
Labor: After Hours Service Work	\$175.00	1	hour
Labor: Weekend Service Work	\$200.00	1	hour
Labor: Holiday Service Work	\$225.00	1	hour
Parts, Components, Materials, Cost Plus	18.00%	1	each
Labor: Outside the Scope of Work	\$220.00	1	hour

<b>Training Rate</b>			
<b>Title</b>	<b>Unit</b>	<b>Qty</b>	<b>UofM</b>
	<b>Price</b>		
Training Rate	\$75.00	1	hour

PRICING SHEET: NIGP CODE 93673

Vendor Number: 2011003821 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2016**

## SECURITY ELECTRONIC SYSTEMS: PARTS, MAINTENANCE & REPAIR

### 1.0 INTENT:

The intent of this Invitation for Bid is to establish a source for repair, programming, upgrades to existing systems and various types of closed circuit televisions, door controls, public address systems, intercoms, nurses' call, panic call, Hirsch Card access systems, parking lot automatic gates, and other electronic equipment at detention facilities and other County buildings. This will be a multiple awarded contract. Bidders are encouraged to provide labor-pricing rates for the specific equipment they specialize in. In addition, this contract shall allow for the direct purchase by the County of all parts and materials from the successful contractors, without installation, that are necessary for County personnel to maintain the integrated touch screen security electronics and communications control systems installed at various detention facilities. This contract shall provide the services of a qualified contractor to provide repair. The attached exhibits list is subject to obsolescence.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.14 and 2.15, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

### 2.0 SCOPE OF SERVICES:

#### 2.1 TECHNICAL REQUIREMENTS:

2.1.1 Contractor shall provide all equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.

2.1.2 In detention facilities, service shall be made available to the County 24 hours a day 7 days a week. All other facilities, Contractor has the option to provide service during business hours only. If labor is priced on the Pricing Page, for other than business hours, contractor MUST provide such service.

2.1.3 The labor rates bid shall include all direct labor and overhead, equipment, small tools, common expendables and sales tax.

#### 2.1.4 SERVICE HOURS:

*REGULAR BUSINESS HOURS SERVICE WORK* shall be performed between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

*AFTER HOURS SERVICE WORK* shall be performed after 6:00 PM and before 6:00 AM the following morning.

*WEEKEND SERVICE WORK* shall be performed after 6:00 AM on Saturday through Monday morning before 6:00 AM.

*HOLIDAY SERVICE WORK* shall be performed during any Maricopa County holiday.

2.1.5 Response time to all *REGULAR* service work shall be within six (6) hours on-site after Contractor receives request from the County department. An emergency request that occurs during *REGULAR* hours shall be two (2) hours without carryover into the next day. (The six hour response time shall carryover to the next working day if called into Contractor's office after 12:00 Noon.)

2.1.6 Emergency two (2) hour response time required for all court locations in the event of complete loss of video on any camera, loss of video recording on any camera, loss of ability to control access on any one door or loss of ability to activate security system or

cause alarms to report to central station. Routine adjustments, changes to programming etc., will be responded to within six (6) hours per contract

- 2.1.7 *AFTER HOURS, WEEKENDS, AND HOLIDAY* request shall have a two (2) hour response time.
- 2.1.8 There may be times when specialized equipment must be rented to perform repairs as the Contractor may not have such in his inventory (i.e. lift equipment). This equipment will be considered as *additional cost* and used indirectly for the repair of electronic systems during the performance of electronic repair services:
- 2.1.9 These items will be allowed an administrative mark-up cost of five percent (5%) (Shall be pre-approved by the County). Invoicing from the rental company must be attached to the contractor's invoice for payment.
- 2.1.10 The Contractor shall be responsible for sourcing all electronic parts/components/fixtures necessary in the repair of building electronic equipment. Exceptions are, in the best interest of the County, to utilize its own electronic commodity contracts to source said supplies.
- 2.1.11 **REPLACEMENT OF EQUIPMENT DUE TO OBSOLESCENCE:**
  - 2.1.11.1 The Contractor shall inform the County of the non-repairable state of the equipment.
  - 2.1.11.2 **REPAIR LOANERS:**
  - 2.1.11.3 If the Contractor must transport equipment to his/her shop for repairs, a loaner (if possible) should be left for the County to use. Once it is determined what the cost of repairs will be, the Contractor must inform the County agency of repair cost and any other options, and inform the agency they have 48-hours to respond back with either a go ahead to repair, or no repairs. If the Contractor does not receive a response within the allotted time-line from the agency, the Contractor has the right to charge rental fees for the loaner for each day the machine is used by the agency (exceptions noted below). Rental fees will be those prevailing rates established by the Contractor. While in the County agency's possession, any damage incurred to the loaner shall be the responsibility of the County agency.
    - 2.1.11.3.1 **EXCEPTIONS TO 2.1.10.3:**
      - 2.1.11.3.1.1 In the event equipment requires a prolonged stay at Contractor's shop for repairs or back order of parts, Contractor shall keep using agency abreast as to the delay on a weekly basis, via phone or letter. If a loaner is used by the agency, there shall be no rental fees imposed, should this be the case.
      - 2.1.11.3.1.2 Repairs to Contractor's loaner equipment (due to normal wear and tear) while being utilized by user agency shall be Contractor's responsibility at no additional cost to the County, excluding supply items.
      - 2.1.11.3.1.3 If the agency opts to replace the equipment with a new one, and ordered through the Contractor, and the new equipment will take some time to arrive, the County agency will not incur any rental fees.

2.1.12 OTHER THAN FACILITIES MANAGEMENT DEPARTMENT (FMD) REQUEST FOR EQUIPMENT CHANGE-OUTS:

Should a County agency other than FMD request a replacement of an electronic system, the Contractor is required to notify FMD that such a request has been placed. As the responsibility of maintaining all County buildings belongs to FMD, this department must be involved in the change-out process.

2.1.13 The Exhibits are lists of estimated inventory of equipment located at the various detention facilities and courts. This list is for general guidelines only. Its accuracy is not guaranteed.

2.1.14 VENDOR QUALIFICATIONS:

2.1.14.1 HIRSCH CARD ACCESS

Vendors desiring to bid on this service **MUST** be Hirsch authorized dealers. The software utilized for the card access system is Velocity. If your firm has the capability of repairing this system, please provide proof of this capability with your Bid Package.

2.1.15 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of any service work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the service work performed.

2.1.16 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the damaged property at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.1.17 In the event that the work performance level of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one (1) day to correct the work. Labor for any and all re-work services shall be at no Cost to the County.

2.2 WARRANTY:

The warranty period for repairs shall be thirty (30) days for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County during this time line. All warranty periods shall begin upon acceptance by the Using Agency.

2.3 TRADE-INS:

Contractors are requested to submit prices on trade-ins. Whether Materials will actually be traded is at the option of Maricopa County.

2.4 MATERIALS MAINTENANCE:

The Contractor shall provide maintenance of Materials supplied under this Contract upon installation of equipment.

2.5 FACTORY AUTHORIZED SERVICE AVAILABILITY:

For services requiring factory authorized certification, the Contractor shall have and maintain a local factory authorized service station within the Phoenix Metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and

maintaining the Materials. Minimum service hours shall be from 6:00 A.M. to 6:00 P.M., Monday through Friday.

2.6 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.7 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ten (10) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.8 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.9 TECHNICAL TRAINING TO COUNTY STAFF:

If the Contractor is capable of providing technical training to County staff for the specialized equipment they service, there is a line item price for such on the Pricing Page.

2.9.1 These training sessions will be on-request by FMD staff. The training requested may be for old or new technology.

2.9.2 The training will be held at a County facility, or if deemed necessary, the Contractor's facility. Training aids if necessary (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor.

2.9.3 The County, under a separate purchase process, may purchase Service manuals.

2.9.4 The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation.

2.9.5 Technical training shall be performed during regular business hours.

2.10 INVOICES AND PAYMENTS:

2.10.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase

- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.10.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.10.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.12 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.13 FUEL COST PRICE ADJUSTMENT:

2.13.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.13.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.13.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10<sup>th</sup>) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.13.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for



this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.13.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.13.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.13.7 The computation of the fuel surcharge amount shall be determined as follows:

2.13.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.13.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.13.7.3 The surcharge shall be added as a separate line item to the invoice.

#### 2.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

#### 2.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

### 3.0 CONTRACTUAL TERMS & CONDITIONS:

#### 3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

#### 3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend

the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**3.3 PRICE ADJUSTMENTS:**

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

**3.4 INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.5 INSURANCE:**

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its

option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.3 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order

for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 **REQUIREMENTS CONTRACT:**

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on

behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and

document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.19 **AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract 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;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

- 3.23.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
    - 3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
    - 3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
  - 3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
    - 3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). 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 Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
    - 3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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.
  - 3.25 CONTRACTOR LICENSE REQUIREMENT:
    - 3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
    - 3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.



3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 3.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.



*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-2348**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Steve Sanders, Public Works Division Deputy Director

**Submitted By:** Steve Sanders, Public Works Division Deputy Director, Public Works Division

**Department:** Public Works Division

**Division:** Engineering

Information

Request/Subject

Adoption of Resolution No. 14-02-04 accepting a United States Department of Interior, Bureau of Land Management (BLM) Right-of-Way Grant for BLM Serial No. AZA-36409 locally known as Cherry Flats Road

Background Information

The Cherry Flats Road traverses numerous land owners while providing access to the foothills of the Pinal Mountains and the area south of the Town of Miami. BLM ownership is one of many easements needed to provide maintenance on the road for the citizens and visitors to the County that use the road.

Evaluation

The BLM has approved a request for an easement on Cherry Flats Road across their land.

Conclusion

Holding an easement on this road will allow the County the ability to maintain the road and provide an improved level of service to the residents of the County and the people using the road.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board adopt Resolution No. 14-02-04 accepting a BLM Right-of-Way Grant for BLM Serial No. AZA-36409.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-02-04 authorizing the Chairman to sign a United States Department of the Interior, Bureau of Land Management Right-of-Way Grant for BLM Serial No. AZA-36409, and locally known as Cherry Flats Road. **(Steve Sanders)**

Attachments

BLM R/W Grant

Resolution No. 14-02-04



# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Phoenix District

Lower Sonoran Field Office

21605 North 7th Avenue

Phoenix, Arizona 85027

[www.blm.gov/az/](http://www.blm.gov/az/)

JAN 27 2014

In Reply Refer To:  
2800 (P020)  
AZA-36409

CERTIFIED MAIL RETURN RECEIPT REQUESTED NO. 7011 1570 0001 3699 6365

Mr. Mark Guerena  
Gila County Public Works Division  
745 N. Rose Mofford Way  
Globe, AZ 85501

Dear Mr. Guerena:

Enclosed are two (2) copies of an unsigned right-of-way (R/W) grant (BLM Form 2800-14) for your proposed road, serial number AZA-36409.

Please review the documents and if they meet with your approval, sign and date each document and return to Phoenix District Office, 21605 North 7<sup>th</sup> Avenue Phoenix, AZ 85027. Upon receipt of the signed documents BLM will issue the R/W grants, absent any other unresolved issues.

Per 43 CFR 2804.16, as a local government agency you are exempt from paying processing, monitoring, and rental fees. Grant for State and Local Government highways and road may be perpetual. At your request your grant is perpetual.

Please return **BOTH** signed copies of the grant, by, February 21, 2014. If these requirements are not met, your application may be denied.

Please be aware that you may not conduct any activities related to your R/W project on public land until you have received an authorized grant from this office. If you have any questions, please contact Benedict Parsons, Realty Specialist at (602) 580-5637.

Sincerely,

Edward Kender  
Field Manager

Enclosures  
Two Unsigned Right-of-Way Grants, AZA-36409  
BLM Form 1842-1

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY GRANT

SERIAL NUMBER AZA-36409

---

1. A right-of-way (R/W) is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
  - a. By this instrument, the holder:

Gila County Public Works Division  
745 N. Rose Mofford Way  
Globe AZ, 85501

receives a right to construct, operate, maintain, and terminate a access road located on public lands described as follows:

Gila and Salt River Meridian, Arizona  
T. 1 N., R. 15 E.,  
sec. 31, NE $\frac{1}{4}$  NE $\frac{1}{4}$ .
  - b. The R/W granted herein is 60 feet wide, 1695 feet long, and contains 2.330 acres, more or less.
  - c. This instrument is perpetual, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
  - d. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer

unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1) (a) for a term of 20 years or more shall, at minimum, be reviewed by the authorized officer at the end of the 20<sup>th</sup> year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps or designs set forth in Exhibits A and B, attached hereto, are incorporated into, and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the holder or any person working on the holders behalf, on public or federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

BOARD OF SUPERVISORS

COMPANY

---

Michael A. Pastor  
Chairman of the Board of Supervisors

---

Signature of Authorized Officer

---

Title

ATTEST

---

Effective Date of R/W

---

Marian Sheppard  
Clerk of the Board

APPROVED AS TO FORM

---

Bryan B. Chambers  
Deputy Attorney Principal



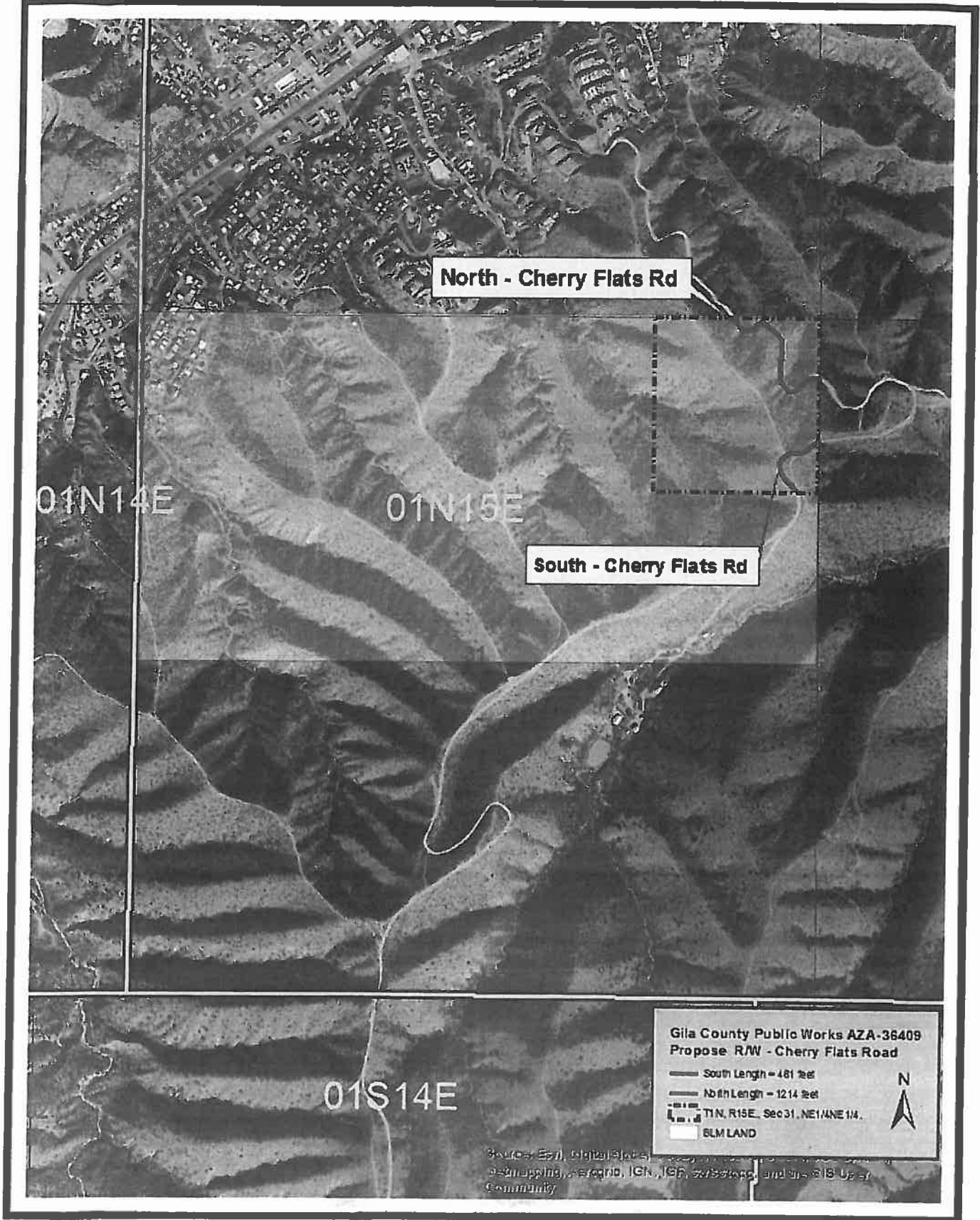
Stipulations – Right-Of-Way AZA- 36409 Gila County Public Works Division

1. All applicable regulations in accordance with 43 CFR 2800 and 2880.
2. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the holder or any person working on the holders behalf, on public or federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by authorized officer to determine the appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of the evaluation and any decision as to the proper mitigation measures will be made by the authorized officer after consulting with the holder.
3. The Holder is responsible for controlling noxious and invasive weeds. Trimming of native vegetation shall be minimized to the greatest extent possible.
4. The Holder shall provide for safety and of the public entering the right-of-way during construction. This includes, but not limited to, barricades for open trenches, flagmen/women with communication system for single-lane roads without inter-visible turnouts, and attended gates for blasting operations (if allowed by the right-of-way).
5. The authorize office may suspend or terminate in whole or in part this right-of-way grant which has been issued when, in his judgment, unforeseen conditions arise which results in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
6. The Holder shall construct, operate and maintain the facilities, improvements, and structures within the right-of-way limits. If at any time the Holder wishes to reconstruct, remodel or relocate any portion of the right-of-way, or the improvements, prior written approval must be obtained from the Authorized Officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulation.
7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. Upon abandonment of the facility, the Holder shall rehabilitate the site to a condition existing prior to the authorized use, or as the BLM Authorized Officer directs.
9. Holder shall comply with all federal, state, county and local laws and regulations associated with activities undertaken within the State of Arizona. The Holder must obtain/maintain a State water permit.
10. The United States shall not be held liable for any loss of water quality or quantity, damage or blockage to the water system caused by the general public or as a result of fire, wind, or other natural disasters, or other actions stemming from the normal land management activities of the Bureau of Land Management.
11. The Holder shall not interfere with public land management practices of the BLM or any authorized BLM operators, licensees, resource purchasers, agents, or public.
12. This grant may be assigned to a new Holder with approval by the authorized officer, but does not allow sub-granting rights.
13. The holder shall meet Federal, State and County emission standards for air quality.
14. The holder shall avoid removing or disturbing large cacti or tree >6-inch in height where possible, which are used as habitat for birds and other wildlife. Trimming of limbs is acceptable to avoid damage to equipment or vehicles. If removing a large tree is necessary, please have the intention of transplanting the large tree once the project is completed.
15. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et. seq. (1982) with regards to any toxic substances that are used, generated by, or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.
16. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the ROW.
17. **COMPLIANCE/MONITORING:** On-going compliance inspections and monitoring of this RW will be conducted by the BLM Lower Sonoran Field Office staff during and after construction. The operator will be notified of compliance related issues in writing, and depending on the nature of the issue(s), will be provided 30 days to resolve such issues.

Figure 1. Gila County Public Works Propose R/W (AZA- 36409)

Exhibit B



No warranty is made by the Bureau of Land Management for the use of the data for purposes not intended by the BLM.

0 0.075 0.15

Miles





**RESOLUTION NO. 14-02-04**

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS  
ACCEPTING A RIGHT-OF-WAY GRANT OF A PUBLIC ROAD FROM  
THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU  
OF LAND MANAGEMENT FOR SERIAL NUMBER AZA-36409, ALSO  
KNOWN AS CHERRY FLATS ROAD**

**WHEREAS**, the United States Department of the Interior, Bureau of Land Management has agreed to grant Gila County a 60 foot wide and 1,695 foot long right-of-way; and

**WHEREAS**, the Board of Supervisors finds that the public interest will be served by the acceptance of the right-of-way upon the terms and conditions set forth therein.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Supervisors hereby accepts a Right-of-Way Grant of a public road from the United States Department of the Interior, Bureau of Land Management upon the terms and conditions set forth therein for serial number AZA-36409, also known as Cherry Flats Road, and authorizes its Chairman to execute the document on behalf of Gila County.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of February 2014.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor  
Chairman of the Board

**Approved as to form:**

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal

**ARF-2344**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Steve Sanders, Public Works Division Deputy Director

**Submitted By:** Steve Sanders, Public Works Division Deputy Director, Public Works Division

**Department:** Public Works Division

**Division:** Engineering

**Fiscal Year:** FY2014 thru FY 2016

**Budgeted?:** Yes

**Contract Dates** 2/18/2014 thru

**Grant?:** Yes

**Begin & End:** 6/20/2016

**Matching** Yes

**Fund?:** New

**Requirement?:**

---

Information

Request/Subject

Adoption of Resolution No. 14-02-03 to amend an Intergovernmental Agreement (JPA File No. IGA/JPA 10-231I) with the Arizona Department of Transportation for the Main Street Pedestrian Sidewalk Project.

Background Information

On April 5, 2011, the Gila County Board of Supervisors adopted Resolution No. 11-04-04, which authorized entering into an Intergovernmental Agreement (JPA File No. IGA/JPA 10-231I) with ADOT for a Transportation Enhancement Project for a sidewalk along Main Street in Central Heights. That Intergovernmental Agreement (IGA) allowed the County to self-administer the project which would include advertising, bidding, and administering the project. In administering the project it would be Gila County's responsibility to ensure that all federal laws and regulations were followed and report to ADOT following federal guidelines. We realized that we do not have the staff or expertise to ensure all federal requirements could be met. The County asked ADOT to administer the project and ADOT agreed to administer the project. For ADOT to administer the project the existing IGA must be amended.

The City of Globe is a co-sponsor of the project. The City had another sidewalk project on the Central Arizona Governments (CAG) Transportation Improvement Program (TIP) that was funded in the amount of \$185,000. The City decided not to pursue that project and asked that the funds be programmed to this project. This amendment is also to accept additional funding for the project in the amount of \$185,000.

Evaluation

The amended IGA has been reviewed by both Gila County Public Works and ADOT Local Government and the changes agreed upon.

The amended IGA will allow ADOT to contract with the consultant for scoping, design, and construction of the project. It will also let ADOT advertise, bid, contract, and administer the project. This will ensure that all applicable federal guidelines are followed.

The total federal funds for the project are \$676,860 with a total estimated cost to Gila County in the amount \$40,913. The City of Globe by Resolution No. 1546 has committed \$19,000 to the project which should reduce Gila County's cost to \$25,913.

### Conclusion

It is the best interest of the County and ADOT to adopt Amendment No. One to the existing IGA for the Main Street Sidewalk Project. Gila County's cost share will come from the Transportation Excise Tax Fund.

### Recommendation

The Public Works Division Deputy Director recommends that the Gila County Board of Supervisors adopt Resolution No. 14-02-03 approving Amendment No. One to and Intergovernmental Agreement (JPA File No. IGA/JPA 10-231I) between the State of Arizona, Department of Transportation, and Gila County for the Main Street Sidewalk Project.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-02-03, which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (File No. IGA/JPA 10-231I) between Gila County and the State of Arizona, Department of Transportation for the construction of pedestrian sidewalks along Main Street in the Central Heights area. **(Steve Sanders)**

---

### Attachments

Resolution No. 14-02-03

Amendment No. One IGA/JPA 10-231I

IGA/JPA 10-231I with Resolution

City of Globe Resolution No. 1546

Legal Explanation



**RESOLUTION NO. 14-02-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 10-231I, AG CONTRACT NO. P001201100392) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF PEDESTRIAN SIDEWALKS ALONG MAIN STREET IN THE CENTRAL HEIGHTS AREA OF GLOBE.**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian sidewalks along Main Street in the Central Heights area of Globe; and

**WHEREAS**, Amendment No. One to the existing Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 10-231I, AG Contract No. P001201100392) between Gila County and the State of Arizona, Department of Transportation, for the construction of pedestrian sidewalks along Main Street in the Central Heights area of Globe, beginning at US Highway 60 and terminating at Golden Hill Road.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of February 2014, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor, Chairman

Approved as to form:

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal



Intermodal Transportation

Janice K. Brewer, Governor  
John S. Halikowski, Director  
Jennifer Toth, State Engineer  
Robert Samour, Senior Deputy State Engineer, Operations  
Dallas Hammit, Senior Deputy State Engineer, Development

205 S. 17th Ave.  
Phoenix, AZ 85007

January 22, 2014

**Gila County**  
Steve Sanders  
745 N. Rose Mofford Way  
Globe, AZ 85501

**ADOT File No.: IGA/ JPA 10-2311**  
**ADOT CAR No.: 13-0000733**  
**Amendment No. One : 13-0003900**  
AG Contract No.: P0012011000392  
Project: Pedestrian Sidewalks  
Section: City of Globe, westerly side of Main Street,  
Beginning at US 60 and terminating at Golden Hill Road  
**Federal-aid No.: TEA GGI-0(207)A**  
**ADOT Project No.: SL692 01C/02D**  
**TIP/STIP No.: GIL 09-01T**  
**CFDA No.: 20.205 - Highway Planning and Construction**  
**Budget Source Item No.: n/a**

Dear Steve Sanders:

Enclosed are two (2) original Agreements and Attorney Approval forms for signature regarding the above subject Agreement, which defines the responsibilities between the **Gila County** and the Arizona Department of Transportation.

Please obtain the appropriate official signatures and forward two (2) signed Agreements, Attorney Approval Forms and the Resolution Letter / Meeting Minutes necessary to enter into this Agreement to the attention of the undersigned at the **Arizona Department of Transportation, Joint Project Administration, 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E, Phoenix, AZ 85007**.

Please make no other entries on the originals other than signatures, and do not date or staple the first page. A copy of the recorded contract will be returned upon final execution. Should you have further questions please do not hesitate to call me at (602) 712-7785.

Sincerely,

Laura Saenz  
Procurement Specialist  
Joint Project Administration

Enclosures (2)



**ADOT File No.: IGA/ JPA 10-231I**  
**ADOT CAR No.: 13-0000733**  
**Amendment No. One : 13-0003900**  
AG Contract No.: P0012011000392  
Project: Pedestrian Sidewalks  
Section: City of Globe, westerly side of Main  
Street, beginning at US 60 and terminating  
at Golden Hill Road  
**Federal-aid No.: TEA GGI-0(207)A**  
**ADOT Project No.: SL692 01C/02D**  
**TIP/STIP No.: GIL 09-01T**  
**CFDA No.: 20.205 - Highway Planning  
and Construction**  
**Budget Source Item No.: n/a**

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY**

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One")**, entered into this date \_\_\_\_\_, 2014, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 10-231I, A.G. Contract No. P0012011000392, was executed on April, 26, 2011, (the "Original Agreement");

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the Parties desire to amend and restate the Original Agreement in its entirety, as follows:

---

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The work proposed under this Agreement consists of design and construction of approximately three thousand one hundred sixty-two (3,162) linear feet of pedestrian sidewalk improvements within the City of Globe and Gila County. These improvements start at the intersection of Main Street and US 60, Mile Post (MP) 248.2, heading in a southwesterly direction along the west side of Main Street to the intersection of Golden Hill Road, hereinafter referred to as the "Project". The County shall maintain improvements. The pedestrian improvements include, but are not limited to, sidewalks, curb & gutter, drainage improvements and catch basins, driveway entrances, ADA compliant ramps and handrails and relocation of a telephone utility pedestal. The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for its approval.

4. The County, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

**SL692 02D (scoping/design):**

Federal-aid funds (capped)	\$ 185,400.00
County's match	\$ <u>11,207.00</u>
<b>Subtotal – Scoping/Design*</b>	<b>\$ 196,607.00</b>

**SL692 01C (construction):**

Federal-aid funds @ 94.3% (capped)	\$ 491,460.00
County's match @ 5.7%	\$ <u>29,706.00</u>
<b>Subtotal – Construction**</b>	<b>\$ 521,166.00</b>
<b>TOTAL Estimated Project Cost</b>	<b>\$ 717,773.00</b>
<b>Total Estimated County Funds</b>	<b>\$ 40,913.00</b>
<b>Total Federal Funds</b>	<b>\$ 676,860.00</b>

\* (Includes ADOT Project Management & Design Review (PMDR) costs)

\*\* (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the County, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the County for the County's share of the Project design costs, currently estimated at **\$11,207.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the **County** for the difference between estimated and actual PMDR and design costs.

c. Upon receipt of the County's estimated share of the Project design costs, on behalf of the County, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the County, as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping/design. Request the maximum programmed federal funds for the scoping/design of this Project. Upon authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project.

e. Upon completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, currently estimated at **\$29,706.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon receipt of the County's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.

g. Upon authorization by FHWA and with the aid and consent of the County and FHWA, proceed to advertise for, receive and open bids, subject to the concurrence of FHWA and the County to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

h. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the County.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to the County.

j. Notify the County that the Project has been completed and is considered acceptable, coordinating with the County as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

k. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement, designate the State as authorized agent for the County.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State pay the County's Project design costs, currently estimated at **\$11,207.00**. Be responsible for any difference between the estimated and actual design review and design costs of the Project.

c. Review design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the County's Project construction costs, currently estimated at **\$29,706.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County, such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

j. Upon notification by the State of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

k. Pursuant to 23 USC 102(b), repay all federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the County will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to furnish and provide the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation

authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000 or more of Federal assistance (Federal funds, Federal grants, or Federal awards) are required to comply by having an independent audit. A copy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services.

ADOT – FMS  
Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. 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 the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

**Gila County**  
Attn: Steve Sanders  
745 N. Rose Mofford Way  
Globe, AZ 85501  
(928) 402-8530

---

**THIS AMENDMENT NO. One** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**GILA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
MICHAEL A. PASTOR  
Chairman

By \_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
MARIAN SHEPPARD  
Clerk

ADOT File No.: IGA/ JPA 10-2311  
CAR No.: 13-00039001  
Amendment No. One

**ATTORNEY APPROVAL FORM FOR THE GILA COUNTY**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Bryan Chambers, Deputy Attorney Principal





**Arizona Department of Transportation**  
**Intermodal Transportation Division**  
205 South Seventeenth Avenue Phoenix, Arizona 85007

Janice K. Brewer  
Governor

John Halikowski  
Director

April 29, 2011

Floyd Roehrich Jr.  
State Engineer

GILA COUNTY, Public Works Director  
Attn: Diana Jones, Grant Coordinator  
1400 East Ash Street  
Globe, AZ 85501

#6594

**RE:** JPA File No.: IGA/JPA 10-2311  
AG Contract No.: P001-2011-000392  
Project No.: TEA GGI-0(207)A  
Project: Pedestrian Sidewalks  
Section: City of Globe westerly side of Main Street, beginning at US60 and terminating at Golden Hill Rd  
CAAG TIP No.: FY2011-2017, page 52  
TRACS No.: SL692 01C/02D  
Budget Source Item No.: n/a

Dear Ms Jones,

Enclosed please find two fully-conformed, executed original Agreement for the above-mentioned Intergovernmental Agreement.

Should you have any questions, please do not hesitate to call at (602) 712-7814.

Sincerely,

Jennifer Workman  
Joint Project Administration

ADOT File No.: IGA/JPA 10-231-I  
AG Contract No.: P0012011 000392  
Project No.: TEA GGI-0(207)A  
Project: Pedestrian Sidewalks  
Section: City of Globe, westerly side of  
Main Street, beginning at US 60 and  
terminating at Golden Hill Road.  
CAAG TIP No.: Page 52, FY 2011-2017  
**TRACS No.: SL692 01C/02D**  
**Budget Source Item No.: n/a**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AGREEMENT** is entered into this date April 26, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
  2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
  3. Congress has authorized appropriations for, but not limited to twelve eligible categories of Transportation Enhancement (TE) activities and the County has requested federal funds from the Federal Highway Administration (FHWA), and paid through the State, up to \$491,460.00 for a project within the boundary of the County and described more fully below in Paragraph 6 of these Recitals.
  4. Such project lies within the boundary of the County and has been selected by the County; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
  5. The County, in order to obtain Federal funds for the construction of the project, is willing to provide County funds to match Federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).
  6. The work contemplated under this Agreement is the design and construction by the County of approximately 3,162 linear feet of pedestrian sidewalk improvements within the City of Globe. These improvements start at the intersection of Main Street and US 60, MP 248.2, heading in a southwesterly direction along the west side of Main Street to the intersection of Golden Hill Road. The Pedestrian improvements include, but are not limited to, sidewalks, curb & gutter, drainage improvements and catch basins, driveway entrances, ADA compliant ramps and handrails and relocation of a telephone utility pedestal. The County shall advertise, bid and award the project, plus subsequently maintain said improvements, collectively hereinafter referred to as the "Project." The estimated costs are as follows:
-

<b>Estimated Total Project Cost</b>	<b>\$521,166.00</b>
<b>Construction</b> (TRACS No.: SL692 01C)	
Federal-aid funds @ 94.3% (capped)	\$414,846.00
County's match @ 5.7%	\$ 25,075.00
County's contribution @ 100%	\$ <u>-0-</u>
Subtotal – Construction*	\$439,921.00
<b>Design</b> (TRACS No.: SL692 02D)	
Federal-aid funds @ 94.3% (capped)	\$ 76,614.00
County's match @ 5.7%	\$ <u>4,631.00</u>
Subtotal – Design	\$ 81,245.00
<b>*Total Estimated County Funds</b>	<b>\$ 29,706.00</b>

\*(Includes construction, CE and incidentals).

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount

7. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the County and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The County has been approved by FHWA and the State to bid and administer the design and construction of the Project, with the State as the designated agent for the County.

8. The Parties hereby agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and can change significantly before completion of the Project; **b)** the Parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with the mutual written consent of both Parties.

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for design and construction. Coordinate with the County so that the Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications.

b. Review design plans, specifications (PS&E's) and other such documents and services required for the construction bidding and construction of the Project and provide comments to the County as appropriate.

c. Enter into an Agreement with FHWA on behalf of the County covering the work encompassed for said design and construction, and request the maximum Federal funds available, including construction engineering and administration costs. Upon authorization, notify the County that they may proceed to advertise for, receive and open bids, enter into contracts(s) with a firm(s) to whom the award is made for the design and construction of the Project. Should costs exceed the maximum Federal funds available or be deemed ineligible for reimbursement, it is understood and agreed that the County will be responsible for such costs.

d. Upon execution of this Agreement and within thirty (30) days of receipt of approved invoices, reimburse the County for eligible costs incurred for design and construction with Federal funds at 94.3% of incurred, actual costs not to exceed the Federal amounts shown above in Article I, Paragraph 6 of this Agreement, unless changed by amendment to this Agreement.

e. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement, designate the State as authorized agent for the County to secure the Federal Aid.

b. Enter into an agreement with the Design Consultant(s), solicited and selected in compliance with Arizona Procurement Procedures, which defines a specific scope of services and approved contract price. Said Design Consultant(s) shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

c. Upon execution of this Agreement and within thirty (30) days of payment to a contractor or consultant, invoice the State for reimbursement of eligible, incurred costs by the County and provide all necessary backup documentation with said invoice up to an amount of Federal Aid received for this Project and currently estimated at \$76,614.00 for design and \$414,846.00 for construction, not to exceed the Federal Aid capped at \$491,460.00. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement, whether covered by Federal funding or not.

d. Prior to advertising the Project, and per FHWA's conditions, provide the State design plans, specifications (PS&E's) and other such documents and services required for the construction bidding and construction of the Project and incorporate or resolve State review comments as appropriate.

e. Upon approval by FHWA, and with the aid and consent of the State and FHWA, the County shall proceed to advertise using Arizona Procurement Procedures, and receive and open bids subject to the concurrence of the FHWA and the State and enter into a contract(s) with a firm(s) to whom the award is made for the Project. Under direct supervision of a registered engineer, administer contract(s) for the Project and make all payments to the consultant(s) and contractor(s). Agree the Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications.

f. Copy ADOT's Transportation Enhancements Section on any addendums issued during bidding and change orders issued during construction. Addendums and change orders unrelated to the Transportation Enhancement Project and adding new work that is beyond the originally-approved Project scope requiring amendments to clearances (utility, right-of-way, or environmental) are subject to prior ADOT/FHWA approval.

g. Coordinate with the Contractor for collecting federal labor compliance documentation (including, but not limited to, DBE, EEO, Davis-Bacon, and OJT as applicable) and compliance with the Buy America Act. Ensure that documentation is being appropriately collected in accordance with the Federal Aid process and recorded and filed for potential auditing purposes. Ensure that the Contractor posts the required federal posters and performs DBE compliance reporting to ADOT's Civil Rights Office.

h. Upon completion of Project, assume responsibility for maintenance of the Project, whether at its own expense or assumed by another competent government entity. Provide perpetual and proper maintenance and emergency repairs of all Project improvements, including, but not limited to, keeping the sidewalk surface and surrounding areas free of all debris and doing any repairs that might be necessary

to keep the sidewalks, safety railing and retaining wall compliant with the Americans with Disabilities Act Accessibility Guidelines.

i. Upon completion of construction, the County shall also provide for perpetual and proper maintenance of all drainage improvements, whether at its own cost or assumed by another competent government entity.

j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County.

k. Provide a letter from its project manager or other responsible engineering official, along with the final billing, that the work on the Project is complete and has been considered acceptable, and the Federal project is ready to be closed. Accept and maintain full responsibility of Project improvements.

l. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to the Arizona Department of Transportation Enhancement Section.

m. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance and indemnification shall survive any termination of this Agreement. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. The County shall require its contractors to name the State as an additional insured in the contractor's insurance policies. The County shall also require its contractors to name the State as an additional indemnitee in the County contracts with its contractors. It is understood and agreed that the State's participation is confined to securing federal aid on behalf of the County and requirements contained in this Agreement; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

5. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. 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 the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
 Joint Project Administration (JPA)  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, Arizona 85007  
 (602) 712-7124  
 (602) 712-3132 Fax

Gila County Public Works Div.  
 Attn: Diana Jones, Grant  
 Coordinator  
 1400 E. Ash Street  
 Globe, Arizona 85501  
 (928) 402-8516  
 (928) 425-8104 Fax

ADOT Transportation Enhancement & Scenic  
 Roads Section  
 1615 W. Jackson St. MD EM10  
 Phoenix, AZ 85007  
 (602) 712-6258  
 (602) 712-3347 Fax

Gila County Finance Department  
 Attn: Finance Director  
 (928) 425-3231 x8743

12. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

13. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

14. The County and ADOT warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

**GILA COUNTY**

By Michael A. Pastor  
MICHAEL A. PASTOR  
Chairman, Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation  
By Sam Maroufkhani  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By Marian Sheppard  
MARIAN SHEPPARD  
Chief Deputy Clerk

Initial Draft 12/30/10 ghc  
County concurrence 1/24/11  
AG Approval 1/26/11

**ATTORNEY APPROVAL FORM FOR GILA COUNTY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement between public agencies which, has been reviewed pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 5th day of April, 2011.

  
\_\_\_\_\_  
BRYAN CHAMBERS  
Chief Deputy County Attorney





**RESOLUTION NO. 11-04-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P0012011 000392) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF PEDESTRIAN SIDEWALKS ALONG MAIN STREET IN GLOBE.**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian sidewalks along Main Street in Globe; and

**WHEREAS**, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (AG Contract NO. P0012011 000392) between Gila County and the State of Arizona, Department of Transportation, for construction of pedestrian sidewalks along Main Street in Globe, beginning at Highway US 60 and terminating at Golden Hill Road.

**PASSED AND ADOPTED** this 5<sup>th</sup> day of April 2011, at Globe, Gila County, Arizona

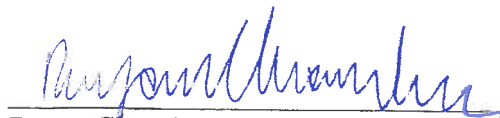
Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

  
Marian Sheppard, Chief Deputy Clerk

  
Michael A. Pastor, Chairman

Approved as to form:

  
Bryan Chambers  
Chief Deputy County Attorney



THOMAS C. HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: [SUSAN.DAVIS@AZAG.GOV](mailto:SUSAN.DAVIS@AZAG.GOV)

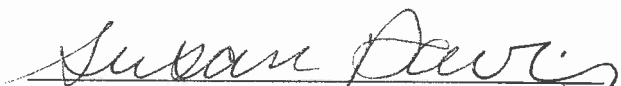
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012011000392 (**IGA/JPA 10- 231-I**), an Agreement between public agencies, i.e., The State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 26, 2011

THOMAS C. HORNE  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:In:#1793381  
Attachment

RESOLUTION NO. 1546

A RESOLUTION OF THE CITY OF GLOBE, AUTHORIZING THE CO-SPONSERSHIP WITH GILA COUNTY FOR A GRANT APPLICATION TO THE ARIZONA TRANSPORTATION ENHANCEMENT PROGRAM ROUND 17 FOR THE PROVISION OF FACILITIES FOR PEDESTRIANS ALONG MAIN STREET FROM U.S. HIGHWAY 60 TO THE INTERSECTION OF GOLDEN HILL ROAD.

WHEREAS, the City of Globe authorized to approve the expenditure of funds and the application of grants to improve facilities for pedestrians on the roadways of the County; and

WHEREAS, the City of Globe finds that application by the Gila County Public Works Division to the Transportation Enhancement program is in the best interests of the City; and

WHEREAS, The Arizona Department of Transportation, has established the Transportation Enhancement Program to provide a funding mechanism to assist transportation enhancement projects; and

WHEREAS, it is believed that it is beneficial to the City to jointly seek and co-sponsor with Gila County an application for funds to install a sidewalk on Main Street from U.S. Highway 60 to the intersection of Golden Hill Road; and

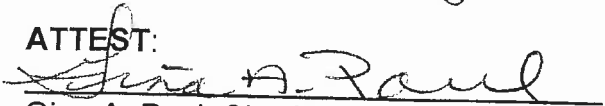
NOW THEREFORE, be it resolved by the City of Globe, as follows:

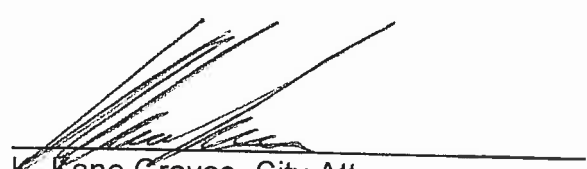
1. The City of Globe hereby authorizes staff to act jointly with Gila County to co-submit a grant application to the Transportation Enhancement Program to obtain funding for a sidewalk on Main Street from U.S. Highway 60 to the intersection of Golden Hill Road.
2. Approves the filing of the application for Round 17 of the Transportation Enhancement Program for the provision of facilities for pedestrians.
3. Certifies that the participation in the Transportation Enhancement Program is consistent and compatible with all adopted plans and programs of the City of Globe.
4. Certifies that the City of Globe will provide matching funds in the amount up to \$15,000 for the Round 17 of the Transportation Enhancement Program.

PASSED AND ADOPTED this 20<sup>th</sup> day of July, 2009.

  
Fernando Shipley, Mayor

ATTEST:

  
Gina A. Paul, City Clerk

  
K. Kane Graves, City 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-2364**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

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

Submitted By: Janice Cook, Administrative Services Manager, Asst County Manager/Library District

Department: Asst County Manager/Library District

Division: Administrative Services

Information

Request/Subject

Resolution 14-02-05 supporting Senate Bill (SB) 1076

Background Information

Gila Community College District (GCC) is a provisional community college district with three campuses in Gila County, all of which engage in workforce development and training programs. Currently, A.R.S. §15-1472(D)(2)(a) excludes provisional community college districts from participating in the distribution of workforce development and training program funds. Legislation proposed in SB 1076 by Gila County's state legislative delegation consisting of Senator Crandell and Representatives Pratt, Shope, Thorpe and Barton would amend A.R.S. 15-1472 to remove the exclusion.

Evaluation

Gila County residents contribute to the funds which are distributed to all community college districts for use in workforce development and training programs. However, because of the provisional community college district exclusion in A.R.S. §15-1472(D)(2)(a), Gila Community College District does not share in the distribution of those funds. As a result, Gila County residents derive no benefit from their contributions and state and local economies are negatively impacted. SB 1076 has been introduced by Gila County's state legislative delegation and has been formally endorsed in Resolution GCC 20614 by the Gila Community College District Governing Board.

Conclusion

Removing the exclusion in Arizona law of provisional community colleges participating in the distribution of workforce development and training program funding would enable Gila Community College District to provide enhanced training and skills development on three campuses in Gila County and positively affect the state and local economies.

Recommendation

Pursuant to the request of the Governing Board of Gila Community College District, as well as the positive effect on the state and local economic which would result, staff recommends that the Board of Supervisors adopt Resolution No. 14-02-05 which supports Senate Bill 1076 introduced by Gila County's state legislative delegation which would remove the exclusion in A.R.S. §15-1472(D)(2)(a) of provisional community colleges participating in the distribution of workforce development and training program funding to Arizona community college districts.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-02-05 supporting Senate Bill 1076 which removes the exclusion in Arizona law of provisional community colleges participating in the distribution of workforce development and training program funding to Arizona community colleges.

**(Sam Moorhead)**

Attachments

Resolution No. 14-02-05

GCC Res 20614

SB 1076



## RESOLUTION NO. 14-02-05

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY RESPECTFULLY SUPPORTING SENATE BILL 1076 WHICH REMOVES THE EXCLUSION IN A.R.S. §15-1472(D)(2)(a) OF PROVISIONAL COMMUNITY COLLEGES FROM THE DISTRIBUTION OF WORKFORCE DEVELOPMENT MONIES

**WHEREAS**, A.R.S. §42-1059(E)(3) established workforce development funds for community college districts; and,

**WHEREAS**, Gila Community College District is a provisional community college district established pursuant to A.R.S. §15-1409; and,

**WHEREAS**, Gila Community College District provides eleven (11) relevant workforce training programs that strengthen the economies in the State of Arizona and Gila County; and,

**WHEREAS**, Gila Community College District provides workforce training on three (3) campuses located in Globe, Payson, and on the San Carlos Apache Reservation; and,

**WHEREAS**, Gila County taxpayers contribute into the fund which is distributed to community college districts throughout Arizona and used solely for workforce development training; and,

**WHEREAS**, Arizona Senate Bill 1076 (SB 1076) removes the exclusion in A.R.S. §15-1472(D)(2)(a) of provisional community colleges sharing in the workforce development funds; and,

**WHEREAS**, Gila County's legislative delegation has introduced SB 1076 to remove the provision community college exclusion and the Gila Community College District Governing Board has formally endorsed SB 1076 in its Resolution No. GCC20614.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Supervisors of Gila County hereby respectfully requests that the Arizona State Legislature adopt SB 1076 which removes the exclusion in A.R.S. §15-1472(D)(2)(a) of provisional community colleges sharing in the

workforce development funds which are distributed to all other Arizona community college districts.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of February 2014.

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor, Chairman

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal



**DRAFT**

**Resolution Number: GCC 20614**

**Gila Community College District Governing Board**

**A RESOLUTION OF SUPPORT FOR  
SENATE BILL 1076**

**WHEREAS**, Gila Community College District provides 11 relevant workforce training programs that strengthen the economies in the State of Arizona and Gila County; and

**WHEREAS**, the Gila Community College District provides workforce training on three campuses located in Globe, Payson, and the San Carlos Reservation; and

**WHEREAS**, Gila Community College District Governing Board is in support of Senate Bill 1076 introduced by Senator Crandell, Representatives Pratt, Shope, Thorpe, and Representative Barton; and

**WHEREAS**, Gila County taxpayers contribute into the fund which is used for workforce development training throughout the State of Arizona.

**NOW, THEREFORE, BE IT RESOLVED THAT THE GILA COMMUNITY COLLEGE DISTRICT GOVERNING BOARD** formally expresses its support for the passage of Senate Bill 1076.

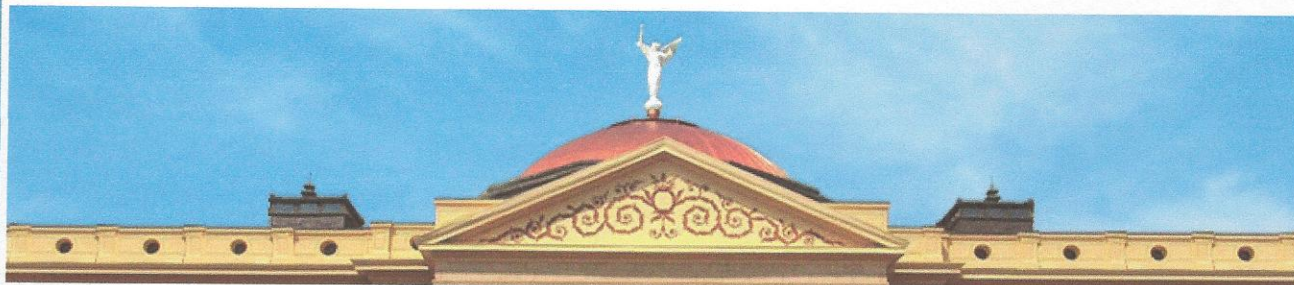
Passed and adopted this day of Month, 2014

---

Samuel I. Moorhead  
Governing Board President

# Arizona State Legislature

Bill Number Search:



Fifty-first Legislature - Second Regular Session

[Email a Member](#) | [Email Webmaster](#)

[change session](#) | [printer friendly version](#)

[Senate](#)   [House](#)   [Legislative Council](#)   [JLBC](#)   [More Agencies](#)   [Bills](#)   [Committees](#)   [Calendars/News](#)

**REFERENCE TITLE: provisional community colleges; workforce development**

State of Arizona  
Senate  
Fifty-first Legislature  
Second Regular Session  
2014

## SB 1076

Introduced by  
Senator Crandell; Representatives Pratt, Shope, Thorpe; Senator McGuire; Representative Barton

### AN ACT

**AMENDING SECTION 15-1472, ARIZONA REVISED STATUTES; RELATING TO  
COMMUNITY COLLEGES.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 15-1472, Arizona Revised Statutes, is amended to read:

15-1472. Community college district workforce development accounts; reports

A. Each community college district shall establish a separate workforce development account to receive only tax revenues authorized pursuant to section 42-5029, subsection E, paragraph 3. Each community college district board shall approve the expenditure of these monies in accordance with section 15-1461 and consistent with subsection B of this section.

B. Monies received pursuant to subsection A of this section shall be expended for workforce development and job training purposes. These expenditures may include:

1. Partnerships with businesses and educational institutions.
2. Additional faculty for improved and expanded classroom instruction and course offerings.
3. Technology, equipment and technology infrastructure for advanced teaching and learning in classrooms or laboratories.
4. Student services such as assessment, advisement and counseling for new and expanded job opportunities.
5. The purchase, lease or lease-purchase of real property, for new construction, remodeling or repair of buildings or facilities on real property.

C. The state treasurer shall transfer monies under this section into each district's workforce development account by the fifteenth day of each month. The state treasurer shall also allocate and distribute any pooled interest earnings earned from revenues authorized in section 42-5029, subsection E, paragraph 3 to each district in accordance with the method prescribed in subsection D, paragraph 2 of this section.

D. Revenues authorized for community college districts in section 42-5029, subsection E, paragraph 3 shall be distributed by the state in the following manner:

1. For thirteen fiscal years beginning in fiscal year 2001-2002 the state treasurer shall allocate one million dollars per fiscal year for the purpose of bringing this state into compliance with the matching capital requirements prescribed in section 15-1463. The state treasurer shall distribute the monies authorized in this subsection to each district in the order in which each campus qualified for funding pursuant to section 15-1463.

2. After the monies have been paid each year to the eligible districts pursuant to paragraph 1 of this subsection, the state treasurer shall distribute monies from the workforce development fund to each community college district in the following manner:

(a) Each district shall receive the sum of two hundred thousand dollars. ~~This subdivision does not apply to a provisional community college district established pursuant to section 15-1409.~~

(b) After each district has received the payments prescribed in subdivision (a) of this paragraph, the remainder of monies in the fund shall be distributed to each district according to each district's full-time equivalent student enrollment percentage of the total statewide audited full-time equivalent student enrollment in the preceding fiscal year prescribed in section 15-1466.01. The percentage distribution under this subdivision shall be adjusted annually on October 1 of each year.

E. Revenues received by community college districts shall not be used by the legislature to supplant or reduce any state aid authorized in this chapter or supplant any proceeds from the sale of bonds authorized in this article and article 5 of this chapter.

F. Monies received under this section shall not be considered to be local revenues for purposes of article IX, section 21, Constitution of Arizona.

G. Each community college district or community college that is owned, operated or chartered by a qualifying Indian tribe on its own Indian reservation shall submit a report once every two years of its workforce development plan activities and the expenditures authorized in this section to the governor, president of the senate, speaker of the house of representatives, joint legislative budget committee and Arizona commerce authority by December 1 of every even-numbered year. The report shall include the purpose and goals for which the workforce development monies were expended by each district or community college together with a general accounting of the expenditures authorized in subsection B of this section. A copy of the final report shall also be provided to the secretary of state. For the purposes of this subsection, "qualifying Indian tribe" has the same meaning prescribed in section 42-5031.01.

**ARF-2339**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Kelly Riggs, IT Director

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

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

**Division:** Information Technology

---

Information

Request/Subject

Authorization to reassign SACCNet Master Lease Agreement for Mt. Ord tower from Telink Networks to GovNET.

Background Information

SACCNet (State of Arizona – Counties Communications Network) is a Statewide Strategic Communication Initiative to provide a secure county to county video/voice/data network and provide redundant telephone & data communications throughout the State of Arizona to the public/private sector. Through SACCNet, Gila County will have the opportunity to procure and increase its bandwidth between Globe and Payson. This agreement authorized Telink to co-locate communications equipment on County controlled facilities on Mt. Ord for the purpose of providing radio and microwave coverage for the specific support of public safety communications.

The original master lease agreement was signed on November 13, 2012, by the Board of Supervisors with Telink Networks. It was executed for SACCNet to progress when GovNET went on hold. The federal grant with GovNet has since been reestablished and extended through September 2014, for the installation, and the master lease agreement now needs to be in GovNET's name to spend the funds for the installation on Mt. Ord.

The original master lease agreement with Telink allows for the agreement to be reassigned to another party, in this case GovNET, with written approval by Gila County, per Section 17 of the Agreement.

Evaluation

This agreement will benefit the County through the option to increase our network communication bandwidth between Globe and Payson to reasonable speeds so our departments can function more effectively in their day to day operations.

Conclusion

It would be advantageous to the County for the Board of Supervisor to approve transferring this contract from Telink Networks to GovNET in order to facilitate increased efficiency in communications via bandwidth between Globe and Payson; thus, improving overall daily County communications and creating the capacity for growth.

Recommendation

Staff recommends that the Board authorize the transfer of the assignment of said contract from Telink Networks to GovNET.

Suggested Motion

Approval to re-assign the SACCNet Master Lease Agreement for the Mt. Ord tower from Telink Networks to GovNET in order to co-locate communication equipment on County controlled facilities on Mt. Ord for the purpose of providing radio and microwave coverage for the specific support of public safety communications as part of the SACCNet (State of Arizona- Counties Communications Network) Initiative.

---

Attachments

Telink Letter of assignment

Gila County Telink Master Lease

**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

**John D. Marcanti, District III**  
(928) 402-8726  
[jmarcanti@gilacountyaz.gov](mailto:jmarcanti@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**Don E. McDaniel, Jr.,  
County Manager**  
(928) 402-4344  
[dmcDaniel@gilacountyaz.gov](mailto:dmcDaniel@gilacountyaz.gov)

**Marian Sheppard,  
Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

February 18, 2014

Telink Networks SW, LLC  
ATTN: Real Estate Department  
10105 E. Via Linda #386  
Scottsdale, AZ 85258

RE: Master Lease dated November 13, 2012 between GILA COUNTY and TELINK NETWORKS

Gentlemen:

At its regular meeting held on February 18, 2014, and Pursuant to SECTION 17: ASSIGNMENT of the Master Lease Agreement referenced above, the Gila County Board of Supervisors authorized **Telink Networks** to reassign the Master Lease Agreement between Gila County and **Telink Networks** to **GovNET**.

All remaining provisions of the Master Lease Agreement remain fully in force and effect.

If there are any questions regarding this notice, please contact:

Kelly Riggs, Director  
Gila County Information Technology Department  
1400 E. Ash Street, Globe, AZ 85501  
928-402-8772

Respectfully,

MICHAEL A. PASTOR, CHAIRMAN  
Gila County Board of Supervisors

*MAP/jlc*

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is made effective this 13<sup>th</sup> day of November, 2012 (the "Effective Date") and entered into by and between Telink Networks, SW, LLC, ("Telink"), a Nevada Limited Liability Company, and Gila County (the "County"), a political subdivision of the State of Arizona. Telink and the County shall collectively be referred to herein as the "Parties".

### RECITALS

- A. The County uses a wireless communications system in the course of carrying out its duties and maintains and periodically upgrades its wireless communications facilities within the county for this purpose. The County wireless communications systems consist of antennae sites, antennae towers and related antennae, radio and broadcasting equipment, repeater building space, electrical power and backup.
- B. Telink is building a statewide wireless emergency services communications system for the purpose of establishing and operating SACNet, a Public/Private Initiative, that was awarded a competitive bid through Graham County RFP #09/10-33.
- C. Through this agreement, the County commits to make space available in/on communications systems sites for co-location by Telink, where space, technical parameters and usage rights allow for non-interfering operations of both Parties' communications services.
- D. The Parties will enter into "Site-Specific Supplemental Agreements" ("SSA's") that will define conditions for use of a specific County Site and any unique terms and conditions applicable to the County Site license. Such SSA's will be reviewed annually by the Parties and updated, as needed, by the Gila County Board of Supervisors, or their designee, and Telink's Operations Director.
- E. Consideration for the User Party's use of a particular Hosting Site shall be determined on a case by case basis and shall be set forth with specificity in the SSA governing that Hosting Site as set forth in Paragraph 2 below.
- F. The Parties intend that all wireless communication system components installed pursuant to this Agreement will be provided by the User Party (as defined below).
- G. The Parties intend that the cost of installing and maintaining any wireless communication systems pursuant to this Agreement to be borne by the User Party.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is agreed as follows:

### SECTION 1: PURPOSE AND SCOPE

The purpose of this Agreement is, where permissible, to make certain facilities owned, leased, licensed or controlled by Gila County available to the other party (the "User Party") for the co-location of communications equipment in order to provide each party with radio coverage and microwave connectivity for the specific support of public safety communications.

Gila County and Telink hereby mutually agree to make their Sites reasonably available as Hosting Sites to the extent that it is technically, operationally, financially and legally feasible to do so, pursuant to the terms and conditions of this Agreement.

### SECTION 2: SITE-SPECIFIC SUPPLEMENTAL AGREEMENTS

With respect to each Site that has been agreed to be utilized as a Hosting Site, the Parties will negotiate a SSA.

Under this Agreement, neither party shall be entitled to the use of the other party's infrastructure or equipment; or shall the Host Party be obliged to allow the use of any of its real and personal property, equipment or infrastructure unless the Parties have executed a Site-Specific Supplemental Agreement ("SSA") for that particular Hosting Site. Each SSA shall be similar in form and substance to the form of SSA attached hereto as Exhibit A and will be approved or disapproved on a case-by-case basis. In determining whether to approve, disapprove or rescind an SSA, Gila County may consider any appropriate and relevant factors including, but not limited to: (i) the nature of the access and easement rights held by the Host Party; (ii) whether space and technical parameters allow for the non-interfering operations at the proposed Hosting Site of the Parties' existing services, co-located services and/or any new services proposed by the Parties; and (iii) whether the proposed Hosting Site is satisfactory and acceptable for purposes set forth by the requesting party. Additionally, the Host Party shall be entitled to determine an appropriate license fee, if any, for each Hosting Site. However, for any particular site the Parties may alternatively agree that reasonably equivalent mutual benefit is received from mutual access to existing infrastructure, including the cost savings from not having to have duplicate facilities and that such mutual benefit will constitute sufficient consideration for that particular site.

Upon execution of the SSA, the Host Party shall be deemed to have granted the User Party a license to use and occupy the real and personal property, equipment and/or infrastructure described in the SSA for the purposes stated therein. Each SSA shall be deemed to incorporate and shall be consistent with and subject to the terms and conditions of this Agreement. If the Hosting Site is leased, licensed or authorized to use by the Host Party or otherwise located on the real property owned or authorized to lease, license or grant use by a person or entity other than the Host Party, then the SSA shall be deemed to be subject to and subordinate to all terms of such lease, license, easement, other agreement and/or other requirements established by the lessor, licensee, grantor or owner of the Hosting Site. Unless first agreed

to in writing, the User Party will not use the Host Party's facilities for any purpose other than those specified in the SSA. The County hereby acknowledges and agrees that Telink, as an FCC-licensed common carrier, may also provide commercial broadband service to local government entities as requested. The User Party expressly acknowledges and agrees that its use of the Host Party's communication resources is expressly subject to that of the Host Party and of any existing tenants with rights prior in time to those of the User Party, which is deemed to be a priority use for purposes of this Agreement. If circumstances arise which constitute an emergency (as hereinafter defined), such that the Host Party must use capacity in the communication resource that is under use by the User Party, the Host party shall use good faith and best efforts to notify the User Party, as expeditiously as is practicable under the circumstances to enable the Parties to either address alternatives or to enable the User Party to redirect its use to other resources then available to it. For the purposes of this Agreement an "Emergency" shall mean an unforeseen, unplanned event that disrupts the normal operation of the Host Party's system, or any part thereof and which requires that the Host Party take or cause to be taken immediate, extraordinary action to mitigate, eliminate or avoid the effects of the event in order to avoid property damage to its own property or to the property of others, to avoid personal injury or death, or to avoid or minimize disruptions in its service to its customers that may result in property damages or loss of personal injury or both.

Neither this Agreement nor any SSA executed pursuant hereto shall be deemed to grant the User Party any legal or beneficial right, title, claim or interest in and to any real and personal property belonging to or authorized by the Host Party.

### SECTION 3: USER PARTY RESPONSIBILITIES

For each Hosting Site which is made available hereunder by the Host Party to the User Party pursuant to an SSA, the User Party shall:

1. Provide, at its cost, to the Host Party, all design and engineering drawings for installation of any communications system components or other communication system support equipment to be installed at the Hosting Site except as provided in Section 4.1 below.
2. Provide, at its cost, any communication system components or other equipment to be installed at the Hosting Sites.
3. Provide, at its cost, for the installation of any of its communications system components or other equipment at the Hosting Site.
4. Maintain, at its cost, any of its communication system components or other equipment located at the Hosting Site using technical personnel from a service provider acceptable to the Host Party, and ensure that a technician/employee of either the Host Party or the User Party is present at the Hosting Site whenever such maintenance is performed by an outside service provider in or on buildings, towers, or other property or structures owned by the Host Party.
5. Provide, at its cost, for the removal of any of its communication-system components or other equipment from the Hosting Site.



6. Contact the designated Point of Contact of the Host Party to coordinate the installation or removal of equipment from the Hosting Site.
7. Provide the Host Party with current copies of any FCC licenses needed to operate communication equipment located at the Hosting Site.
8. Be responsible for notifying the Host Party when entering or leaving the Hosting Site (see Section 13 attached hereto for contact phone numbers).
9. Ensure that any of its communication system components or other equipment to be installed is of a type and frequency that will not damage or interfere with any property, equipment and/or television, radio or microwave reception or transmission of the Host Party or of any other authorized user of the Hosting Sites, and to compensate the Host Party if such damage occurs. If at any time the User Party's equipment causes interference to the Host Party's operations existing as of the Effective Date of an SSA, Host Party may require User Party to shut down, modify, remove or relocate the User Party's equipment at User Party's sole expense until a solution is found to rectify the interference.
10. Commission and fund a tower structural analysis by the tower manufacturer or by a structural engineer licensed as a Professional Engineer in the State of Arizona, and bear the costs of any necessary tower modifications indicated by such analysis in the event the Host Party determines that the addition of the User Party's antennas or equipment may exceed the load capacity of a tower.
11. Have the responsibility to determine that the communication resource, its design, installation, use, operation and maintenance is satisfactory and acceptable for its purposes. The Host Party will not be liable for any deficiencies in design, installation, use, operation and maintenance, except to the extent such deficiency results from the gross negligence or willful or intentional misconduct of the Host Party and the Host Party's actions are not otherwise authorized or excused under this Agreement. **NOTHING CONTAINED IN THIS AGREEMENT OR ANY EXHIBIT WILL BE INTERPRETED AS A WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**
12. Not use the Host Party's facility in violation of this Agreement, any law, rule, regulation or other order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate (collectively, the "Laws") relating to either Party's system.
13. Not do or permit anything to be done with respect to the Host Party's facilities that would invalidate or conflict with any insurance policies or warranties maintained by the Host Party or real property owner. Authorized personnel shall meet periodically or as needed or required to identify and determine what activities contemplated under this Agreement or any SSA might invalidate or conflict with any insurance policies or warranties maintained by the Host Party or real property owner.

14. Not do or permit anything to be done with respect to any property or grounds adjacent to, or in line-of- sight of, the Host Party facilities or equipment, without the express permission of the Host Party.

#### SECTION 4: HOST PARTY RESPONSIBILITIES

Fore each Hosting Site which is made available hereunder by the Host Party to the User Party pursuant to an SSA, the Host Party shall:

1. Provide building, ground and/or tower space for the installation of the User Party's communication system components and/or other equipment at the Hosting Site.
2. Provide backup alternating-current electrical power, where available.
3. Have the right to review and approve the engineering design of the User Party's communications resource and the right to inspect the completed construction to confirm expected system reliability.
4. Provide ongoing operation and maintenance of its own facilities, which are necessary to support the sharing of resources, consistent with accepted industry practice or standards and federal, state and local laws or regulations. Both Parties' authorized personnel shall meet from time to time as needed or required to develop written operating procedures that address the day to day operating considerations, such as scheduled maintenance and outages.

#### SECTION 5: TERM AND TERMINATION

The term of this Agreement shall be three (3) years, unless it is earlier terminated in whole or in respect to any particular SSA by either party. The Agreement may be renewed for no more than three (3) terms, on condition that both parties are in compliance with the provisions of this Agreement. Compliance will be reviewed every three (3) years from the Effective Date and renewal must be authorized by the Gila County Board of Supervisors.

Either party may terminate the Agreement or any SSA for any reason upon written notice to the other party six (6) months prior to the effective date of such termination. The notice period prescribed in this paragraph shall apply notwithstanding whether the natural expiration of this Agreement occurs during such notice period. In such event, this Agreement shall survive for the notice period.

Upon termination of this Agreement, the User Party shall, within a reasonable time period not to exceed six (6) months after the six (6) months notice period, remove any of its property and equipment from all Hosting Sites. Equipment to be removed will be specifically itemized on the most current annual inventory list on file with the Host Party Point of Contact. Equipment installed as permanent improvements to the building and/or site infrastructure will not be eligible for removal by the User Party, including air conditioning units, electrical upgrades and generators.

Similarly, upon the termination of an SSA, the User Party shall, within a reasonable time period, not to exceed six (6) months after the six (6) months notice period and, at its own cost, remove any of its

property and equipment from the Hosting Site subject to that SSA. Equipment to be removed will be specifically itemized on the most current annual inventory list on file with the Host Party Point of Contact.

In the event that a party fails to remove its property and equipment from a Hosting Site within the period of time as provided for in this Section, the Host Party may remove such property and equipment and return it to the User Party or to a mutually-agreed upon location. In such event, the User Party shall reimburse and compensate the Host Party for actual removal and transportation costs.

In the event that funds for the continuation of the Agreement are not appropriated by the Legislature of the State of Arizona and/or the Gila County Board of Supervisors, then upon thirty (30) days prior written notice and Telink's affirmation that it will not provide sufficient funds to continue the Agreement, the County may terminate the Agreement without penalty, future payment, or damages, subject to the notice provisions of this Section.

#### SECTION 6: EFFECTIVE DATE

This Agreement shall be effective upon the date executed by the Gila County Board of Supervisors.

#### SECTION 7: AMENDMENTS

This Agreement may be amended or changed only upon the written agreement of both Parties. SSA's shall be created or modified from time to time by both Gila County and Telink and shall be incorporated into this Agreement upon their approval and execution by both the Gila County Board of Supervisors and Telink.

#### SECTION 8: CONFLICT OF INTEREST

All Parties hereby are put on notice that this Agreement is subject to cancellation pursuant to Arizona Revised Statutes ("ARS") Section 38-511, the provision of which are incorporated herein. In the event of such cancellation, Telink shall be permitted a minimum of six (6) months to remove its facilities from any Gila County site.

#### SECTION 9: COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state and local laws, rules regulations, standards and executive orders, without limitations to those designated within this Agreement.

Arizona Law: The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes arising hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

Telink agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down and provisions and requirements to any subcontractors. Executive Order 2009-

09 supersedes Executive Order 99-4 and amends Executive Order 75-7 and may be viewed and downloaded at the Governor of the State of Arizona's website

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this Agreement as is fully set forth herein. During the performance of this Agreement, Telink shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulations Parts 35 and 36. This paragraph and the paragraph directly above are required to appear in every County contract of any kind.

#### SECTION 10: LEGAL JURISDICTION

Any court action arising under this Agreement will be initiated and prosecuted in a state or federal court in Gila County, Arizona.

#### SECTION 11: INSURANCE

User Party shall carry adequate insurance to protect the Parties hereto against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly from User Party's activities in connection with this Agreement, except such liability as shall arise solely from the negligence, intentional acts, or omissions of the Host Party. The minimum amounts of such insurance shall be, as against liability arising from damage to property, one million dollars (\$1,000,000) as to any one occurrence, and, as against liability arising from injury to or death of persons, one million dollars (\$1,000,000) as to any one person, and one million dollars (\$1,000,000) as to any one occurrence. Automobile liability coverage for owned, non-owned and hired vehicles must be provided with limits in the amount of one million dollars (\$1,000,000) combined single limit, or one million dollars (\$1,000,000) bodily injury, one hundred thousand dollars (\$100,000) property damage. User Party also shall carry such insurance as will protect it from all claims under any workmen's compensation laws that are in effect and may be applicable to User Party. All insurance required hereunder shall remain in force for the entire term of this Agreement. The Host Party may adjust its minimum insurance requirements hereunder at any time provided the User Party is given at least thirty (30) days written notice prior to such adjustment.

User Party, during the term of this Agreement, including any renewals and any holding-over thereafter, shall provide the Host Party with current certificates of insurance evidencing that such insurance is in full force and effect, naming the Host Party as an additional insured, and is non-cancelable without at least thirty days' written notice to the Host Party. The certificates of insurance, as required herein, must be presented to the Host Party within ten (10) days of the Effective Date of this Agreement and on each anniversary date thereof during the term of the Agreement, including any renewals and any holding-over thereafter.

Notwithstanding anything in this Section 11 to the contrary, Gila County may self-insure against any or all of the risks enumerated in this Section 11, provided that its self-insurance is maintained in accordance with a bona fide plan or program of self-insurance which it shall have in force and effect at all

relevant times and which follows sound accounting practices. Upon request of the other, Gila County certify that its plan or program of self-insurance is in full force and effect and that it has sufficient cash reserves to meet the needs of such self-insurance plan or program.

#### SECTION 12: LIMITATION OF DAMAGES

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES AS A RESULT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR ANY SITE-SPECIFIC SUPPLEMENTAL AGREEMENT.

#### SECTION 13: NOTICES

All notices or communications provided pursuant to this Agreement or any SSA shall be in writing and shall be sent to the other party delivered by: 1) first class certified or registered mail; 2) return receipt requested; 3) a nationally recognized overnight courier; 4) postage prepaid; or 5) electronic confirmation of delivery and receipt facsimile or email provided to be effective when properly sent and received, refused, or returned undelivered. Any such notice or communication shall be sent to the Point of Contact for each Party at the following addresses:

Gila County Health and Emergency Services  
Attn: Deputy Director of Emergency Management  
5515 S. Apache Ave., Suite 400  
Globe, AZ 85501  
Office: (928) 402-8764  
Fax: (928) 425-7714

Telink Networks SW, LLC.  
Attn: Real Estate Department  
10105 E. Via Linda, # 386  
Scottsdale, AZ 85258  
Office: (480) 313-4052  
Fax: (866) 302-2220

#### SECTION 14: WAIVER

The waiver by either party of any breach of any term, covenant or condition contained in this Agreement will not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. Failure by either party to require or exact full and complete compliance with any part of this Agreement will not be construed as changing the terms of this Agreement and will not prevent either party from enforcing any provision of this Agreement.

#### SECTION 15: UNCONTROLLABLE FORCE

No party shall be considered to be in default in the performance of its obligations hereunder or under an SSA when failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the control of the party affected, including, but not limited to, failure of or the threat of failure of facilities, flood, radioactive contamination, sabotage, subversion, change in applicable laws or regulations, restraint by court order or public authority, and/or action or non-action by, or the inability to obtain the necessary authorizations or approvals from, any governmental agency or

authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a party to settle any strike or labor dispute in which it may be involved.

#### SECTION 16: ENTIRE AGREEMENT

This document along with all executed Site-Specific Supplemental Agreements subject to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

#### SECTION 17: ASSIGNMENT

Without the other Party's written consent, neither Party shall have the right to assign this Agreement or any part of its right or obligations hereunder.

#### SECTION 18: FAILURE TO PERFORM

If a Party fails to perform its obligations hereunder and does not cure such default, within ten (10) days or longer period as agreed upon by the Parties, after receipt of a notice of default by other Party, the other Party will be entitled to such remedies at law or in equity as are then available to it, subject to the limitations of Section 12, Limitation of Damages.

#### SECTION 19: AUTHORIZED REPRESENTATIVE

Each Party will designate an Authorized Representative and an alternate to act in absence of the Authorized Representative. Such Authorized Representative will be authorized by the Party designating such person to act on its behalf in carrying out those provisions of this Agreement designated to be responsibilities of the Authorized Representative. Each Party will notify the other Party within thirty (30) calendar days after execution of this Agreement of the designation of its Authorized Representative and alternate and will promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives of the Parties will have no authority to modify any of the provisions of this Agreement except as designated herein.

#### SECTION 20: NO THIRD PARTY RIGHTS; RELATIONSHIP OF THE PARTIES

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither party is the principal or agent of the other. Neither Party will be authorized to act for or bind the other unless expressly agreed to otherwise in a written, executed agreement.

#### SECTION 21: DISPUTES

Any controversy or claim (except personal injury or property damage) relating to this Agreement which may arise between the Parties, and which is not resolved by the Authorized Representatives of the Parties, will be notified in writing by the complaining Party and will subsequently be reviewed and discussed between the appropriate executive officers of each Party as a condition precedent to any litigation. If the Parties mutually agree, claims, disputes or other matters in question may be submitted for mediation and/or arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.

In Witness Whereof, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement as of the Effective Date.

GILA COUNTY BOARD OF SUPERVISORS

Telink Networks SW, LLC.

*for*   
Tommie C. Martin, Chairman

  
Patrick Barringer, CEO

11/13/12  
DATE

10/29/12  
DATE

ATTEST:

  
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

## EXHIBIT A

### SITE-SPECIFIC SUPPLEMENTAL AGREEMENT

This Site-Specific Supplemental Agreement is made by and between Gila County (the "County"), a political subdivision of the State of Arizona, and Telink Networks SW, LLC, a Nevada limited liability company ("Telink"), referred to collectively as the "Parties", pursuant and subject to the Non-Exclusive License Agreement entered into by the Parties and dated November 13, 2012.

#### TERMS AND CONDITIONS OF USE

The Parties agree to the following:

Required Information-

**Host Party:** Gila County

**User Party:** Telink Networks SW, LLC

The County here by acknowledges and agrees that Telink, as an FCC licensed common carrier, may provide commercial broadband service to local government entities and community anchor institutions upon their request, in addition to the private emergency services of SACCNet.

#### HOST SITE

**Site Name:** Mt. Ord Communications Site-Building 7

**Address:** 6843 S. Forest Service Road 486  
Payson, AZ 85541

**Coordinates:** Lat 33.910804591 Long: -111.405068108

List all leases, licenses, easements, agreements or other requirements that this SSA is subject and subordinate to:

The Site Lease for this facility is between the Gila County Board of Supervisors and the Tonto National Forest. The lease is managed and kept on file in the Department of Emergency Management, Gila County Division of Health and Emergency Services.

#### SITE IMPROVEMENTS

Any improvement to the Host Party site necessary to accommodate User Party equipment installation will require pre-approval from the Host Party Point of Contact, per Section 13 of the Non-Exclusive License Agreement.



User Party will perform, at its cost, improvement(s) to the facility that may be required for safe and secure operations of its communications equipment.

### **SPACE**

Describe the space licensed for use of the User Party including floor space, rack space, tower space and coax entry points:

Building number 7 is described as an 11' x 16' concrete structure, with access doors located on the north and south ends of the building. Gila County public safety communications equipment is located on the west wall. The coax entry point is located on the east facing wall.

A portion of the south wall is maintained by Gila County for expansion of current and future public safety communications equipment.

Telink will have access to a portion of available space in the southeast corner of the building to house a 19" equipment rack. Wall and floor space is available to run appropriate communications cabling to and from external equipment and installation of required power supply connections.

Upon submission of a tower structural analysis and radio frequency study to the Host Party Point of Contact, and upon written acceptance of these studies by the Host Party Point of Contact, Telink will have access to a portion of available space on the existing tower to install microwave antennas, as well as on the roof of the building to install an antenna tower mounting platform, providing the platform is structurally engineered to be compatible with the existing structure or structural upgrades, and does not interfere with existing equipment or other communications site building users.

### **USER PARTY EQUIPMENT LISTING:**

The User Party will submit an equipment inventory listing prior to initial installation of equipment and prior to any additional installations.

An updated inventory, if applicable, will be submitted annually to the Host Party Point of Contact.

### **COMPENSATION:**

Describe any applicable license fee or other reasonably equivalent mutual benefit applicable to this SSA.

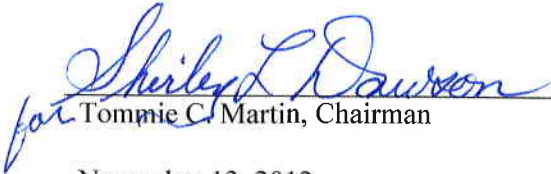
1. Prior to any installation, Telink is to commission an RF engineering study for the site, for the purpose of verifying non-interference of Telink equipment with existing site users.
2. Telink is to commission a structural engineering study of the equipment shelter and existing tower for the purposes of verifying load capabilities, or identifying needed upgrades to support proposed A/C unit and generator installations provided by Telink.


3. Payment of any lease fees levied by the Tonto National Forest for operation by Telink of commercial communications and broadband services from this site.
4. Prorated payment of utilities that are over the Host Party documented average monthly cost of site utilities (\$130), up to \$200 per month.

In Witness Whereof, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement as of the Effective Date.

GILA COUNTY BOARD OF SUPERVISORS

Telink Networks SW, LLC

  
for Tommie C. Martin, Chairman

  
Patrick Barringer, CEO


November 13, 2012  
DATE

10/29/12  
DATE

ATTEST:

  
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

**ARF-2331**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Adam  
Shepherd,  
Sheriff

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

Department: Sheriff's Office

Fiscal Year: FY 2014

Budgeted?: Yes

Contract Dates October 1,

Grant?: Yes

Begin & End: 2013 through  
September 30,  
2014

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Modification No. 3 to the Cooperative Law Enforcement Agreement No. 11-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service.

Background Information

The Board of Supervisors (BOS), on behalf of the Gila County Sheriff's Office, has entered into a Cooperative Law Enforcement Agreement with the United States Department of Agriculture (USDA) Forest Service of which there is an Exhibit A attached to the Agreement that is the Operating and Financial Plan for a particular fiscal year. The purpose of the Agreement is to document a cooperative effort between the U.S. Forest Service (USFS) and the Gila County Sheriff's Office to enhance State and local law enforcement in connection with activities on National Forest Service lands and provide for reimbursement to Gila County for the intensified portion of this effort.

On October 5, 2010, the BOS approved a Cooperative Law Enforcement Agreement with the FY 2011 Operating and Financial Plan attached as Exhibit A. This Agreement is identified as Forest Service Agreement No. 11-LE-11031200-004. The USFS approved this Agreement on November 8, 2010.

On February 21, 2012, the BOS approved Modification No. 1 to F.S. Agreement No. 11-LE-11031200-004 to add funding in the amount of \$83,000 for work to be performed in FY 2012 Annual Financial and Operating Plan, attached as Exhibit A; and additional language was added to the Agreement, as follows: "An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year or de-obligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, any funds not expended by the Cooperator (which is Gila County) will be obligated. Note: Annual Operating Plan for Fiscal Year 2011, Agreement #11-LE-11031200-007 will become Exhibit A, Annual Operating Plan for Fiscal Year 2011 to this agreement." Also, the word "Operating Plan" in the Agreement was changed to "Annual Operating Plan."

On December 18, 2012, the BOS approved Modification No. 2 to F.S. Agreement No. 11-LE-11031200-004. The funding amount increased due to a carryover of funds from \$83,000 to \$87,498. Gila County contact name changed to Nancy Neumann and additional language was added to the Cooperative Law Enforcement Agreement. Exhibit A changed from the Fiscal Year 2012 Annual Financial and Operating Plan to the Fiscal Year 2013 Annual Financial and Operating Plan.

### Evaluation

Modification No. 3 changes the following:

1. Funding amount changed from \$87,498 to \$75,980.
2. The Gila County Cooperator Program Contact changes to Sheriff Adam Shepherd and the Cooperator Administrative Contact changes to Sarah White, CAO. Additional language is being added to the Cooperative Law Enforcement Agreement.
3. Exhibit A changes from the Fiscal Year 2013 Annual Financial and Operating Plan to the Fiscal Year 2014 Annual Financial and Operating Plan.

### Conclusion

It is imperative that Modification No. 3 to F.S. Agreement 11-LE-11031200-004 be signed by the BOS to ensure that there is no lapse in the cooperative enforcement services provided on National Forest Service lands within Gila County by the Gila County Sheriff's Office Deputies; and to ensure that reimbursement of those services occurs on a timely basis.

### Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve Modification No. 3 to the Cooperative Law Enforcement Agreement No. 11-LE-11031200-004 in the amount of \$75,980 for the performance period of October 1, 2013, through September 30, 2014.

The FY 2014 Annual Operating and Financial Plan will be incorporated as Exhibit A to this agreement (Modification No. 3.)

### Suggested Motion

Approval of Modification No. 3 to Cooperative Law Enforcement Agreement No. 11-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service to decrease the funding amount from \$87,498 to \$75,980, and incorporate some administrative changes. All changes apply to the performance period of October 1, 2013, through September 30, 2014.

---

Attachments

Exhibit A- FY2014 Cooperative Law Enforcement Annual Operating Plan and Financial Plan

Modification No. 3 to FS Grant/Agreement No. 11-LE-11031200-004

Modification No. 2 to FS Grant/Agreement No. 11-LE-11031200-004

Modification No. 1 to FS Grant/Agreement No. 11-LE-11031200-004

Original- FS Grant/Agreement No. 11-LE-11031200-004

Legal Explanation



FS Agreement No. 11-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN  
Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest**

**FY2014 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on November 8, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2013 and ending September 30, 2014.

Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2013 \$0.00

Current Fiscal Year Obligation: \$75,980.00

**FY14 Total Annual Operating Plan: \$75,980.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:Ashepherd@co.gila.az.us">Ashepherd@co.gila.az.us</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85502 Telephone: (928) 402-8579 FAX: (928) 425-5674 Email: <a href="mailto:swhite@co.gila.az.us">swhite@co.gila.az.us</a>



**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.585/mile patrolled
- Per diem rate is \$25.00/day
- Wages for the individual officers at the prevailing rate (\$32.70 - \$53.76) per hour plus fringe benefits.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.

**Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

**Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

**Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

**3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.





Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of:  
\$ 75,980.00

### **III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### **IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### **V. SPECIAL ENFORCEMENT SITUATIONS:**

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will



coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Office,

The Sheriff's Office shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Office. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.



- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;  
Resource Order number(s);  
Appropriate incident number (State code or Forest Service P-code and override);  
Cooperative Law Enforcement Agreement number;  
Dates of the incident covered by the billing; and  
Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Office to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Office.



- c. Reimburse the Sheriff’s Office for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
- 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff’s Office for items listed under Sections II, III and IV shall not exceed \$ 75,980.00\_\_\_\_\_.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	75,980.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>75,980.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



---

ADAM SHEPHERD, Sheriff  
Gila County Sheriff's Office

Date

---

NEIL J. BOSWORTH Forest  
Supervisor  
U.S. Forest Service, Tonto National Forest

Date

---

CHAIRMAN  
Gila County Board of Supervisors

Date

---

ATTEST

---

Clerk  
Board of Supervisors

Date

---

APPROVED AS TO FORM

---

BRYAN B. CHAMBERS  
Chief County Deputy Attorney

Date



---

**ROBIN L. POAGUE**  
Special Agent in Charge, Southwestern  
Region 3

---

Date

The authority and format of this agreement have been reviewed and approved for signature.

---

**SHERRY J. SMITH**  
U.S. Forest Service Grants Manager

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	5

<b>1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:</b> 11-LE-11031200-004	<b>2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:</b>	<b>3. MODIFICATION NUMBER:</b> 3
<b>4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):</b> Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	<b>5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):</b> Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
<b>6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):</b> Adam Shepherd, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501	<b>7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):</b>	

### 8. PURPOSE OF MODIFICATION

<b>CHECK ALL THAT APPLY:</b>	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2013: Fiscal Year FY 2013                      \$0.00 Current Fiscal Year Obligation: \$75,980.00 FY14 Total Annual Operating Plan: \$75,980.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: -Update Paragraph I. A. Cooperator Principal Contacts as attached -Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**

Note: Annual Operating Plan for Fiscal Year 2014, will be incorporated as Exhibit A to this agreement.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, FY2014 Annual Financial and Operating Plan

### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.**

<b>11.A. GILA COUNTY, ARIZONA SIGNATURE</b>	<b>11.B. DATE SIGNED</b>	<b>11.C. U.S. FOREST SERVICE SIGNATURE</b>	<b>11.D. DATE SIGNED</b>
(Signature of Signatory Official)		(Signature of Signatory Official)	
<b>11.E. NAME (type or print): ADAM SHEPHERD</b>		<b>11.F. NAME (type or print): NEIL J. BOSWORTH</b>	
<b>11.G. TITLE (type or print): Sheriff</b>		<b>11.H. TITLE (type or print): Forest Supervisor</b>	



<p>_____</p> <p style="text-align: right;">Date</p> <p>Chairman, Board of Supervisors</p> <p>_____</p>	<p>_____</p> <p>ROBIN L. POAGUE Special Agent in Charge, Southwestern Region</p> <p style="text-align: right;">Date</p> <p>_____</p>
--	--

**12. G&A REVIEW**

<p><b>12.A. The authority and format of this modification have been reviewed and approved for signature by:</b></p> <p>_____</p> <p>SHERRY J. SMITH U.S. Forest Service Grants &amp; Agreements Specialist</p>	<p><b>12.B. DATE SIGNED</b></p>
--	---------------------------------





**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Adam Shepherd, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85502-0311 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:Ashepherd@co.gila.az.us">Ashepherd@co.gila.az.us</a>	Name: Sarah White, CAO Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85502-0311 Telephone: (928) 402-8572 FAX: (928) 425-5674 Email: <a href="mailto:swhite@co.gila.az.us">swhite@co.gila.az.us</a>



ATTEST

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
County Deputy Attorney

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



### MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 11-LE-11031200-004	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 2
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): John Armer, Sheriff Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

### 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2012: Fiscal Year FY 2012 \$4,498.00 Current Fiscal Year Obligation: \$83,000.00 FY13 Total Annual Operating Plan: \$87,498.00
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: -Update Cooperator Administrative contact as indicated on the FY2013 Annual Operating Plan to: Nancy Neumann, Executive Assistant Gila County Sheriff Office P.O. Box 311 Globe, AZ 85501 -Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

### 9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):


Note: Annual Operating Plan for Fiscal Year 2013, will be incorporated as Exhibit A to this agreement.

### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, FY2013 Annual Financial and Operating Plan

### 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GILA COUNTY, ARIZONA SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 11/16/12	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED
---	-------------------------------	--	-------------------



USDA Forest Service

OMB 0596-0217  
FS-1500-19

11.E. NAME (type or print): JOHN ARMER	11.F. NAME (type or print): NEIL J. BOSWORTH
11.G. TITLE (type or print): Sheriff	11.H. TITLE (type or print): Forest Supervisor
<p style="text-align: right;">_____ Date</p> <p>Chairman, Board of Supervisors</p> <p>_____</p>	<p style="text-align: right;">ROBIN L. POAGUE _____ Date</p> <p>Special Agent in Charge, Southwestern Region</p> <p>_____</p>

**12. G&A REVIEW**

<p>12.A. The authority and format of this modification have been reviewed and approved for signature by:</p> <p>_____</p> <p><b>SHERRY J. SMITH</b></p> <p>U.S. Forest Service Grants &amp; Agreements Specialist</p>	<p>12.B. DATE SIGNED</p>
---	--------------------------



ATTEST

\_\_\_\_\_  
Clerk of the Board of Supervisors

APPROVED AS TO FORM

This \_\_\_\_\_ day of \_\_\_\_\_, 2012

By: \_\_\_\_\_  
County Deputy Attorney

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NAVS&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.  
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



FS Agreement No. 11-LE-11031200-004

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest**

**FY2013 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on November 8, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2012 \$4,498.00

Current Fiscal Year Obligation: \$83,000.00

**FY13 Total Annual Operating Plan: \$87,498.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: <a href="mailto:jarmer@co.gila.az.us">jarmer@co.gila.az.us</a>	Name: Nancy Neumann, Executive Administrative Assistant Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85502 Telephone: (928) 402-8579 FAX: (928) 425-5674 Email: <a href="mailto:nneumann@co.gila.az.us">nneumann@co.gila.az.us</a>





**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: <a href="mailto:brayaddison@fs.fed.us">brayaddison@fs.fed.us</a>	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: <a href="mailto:sherrysmith@fs.fed.us">sherrysmith@fs.fed.us</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.585/mile patrolled
- Per diem rate is \$25.00/day
- Wages for the individual officers at the prevailing rate (\$32.70 - \$53.76) per hour plus fringe.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- Pioneer Pass: once per week, daytime/weekends.
- Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- Pipeline area in the vicinity of the junction of Highways 70 & 77.
- Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.

**Payson Ranger District**

- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

**Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

**Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

**3. The Cooperator further agrees:**

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: **\$87,498.00.**

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will



coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.



- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;

Resource Order number(s);

Appropriate incident number (State code or Forest Service P-code and override);

Cooperative Law Enforcement Agreement number;

Dates of the incident covered by the billing; and

Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.



- c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed **\$87,498.00**.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	<b>87,498.00</b>	N/A
Training	<b>0.00</b>	N/A
Equipment/Supplies	<b>0.00</b>	N/A
Special Enforcement Situations	<b>0.00</b>	N/A
<b>Total</b>	<b>87,498.00</b>	N/A

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



*John B. Armer*  
\_\_\_\_\_  
JOHN ARMER, Sheriff  
Gila County Sheriff's Office

*11/16/12*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
NEIL J. BOSWORTH Forest Supervisor  
U.S. Forest Service,

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHAIRMAN  
Gila County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
Clerk  
Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPROVED AS TO FORM

\_\_\_\_\_  
BRYAN B. CHAMBERS  
Chief County Deputy Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
ROBIN L. POAGUE  
Special Agent in Charge, Southwestern Region

\_\_\_\_\_  
Date



---

---

The authority and format of this agreement have been reviewed and approved for signature.

---

SHERRY J. SMITH  
U.S. Forest Service Grants Manager

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.





**MODIFICATION OF GRANT OR AGREEMENT**

PAGE	OF PAGES
1	4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 11-LE-11031200-004	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 1
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Sherry Smith, Grant & Agreement Specialist Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Bray Addison, Patrol Captain Tonto National Forest, Supervisor's Office 2324 East McDowell Road Phoenix, AZ 85006	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): John Armer, Sheriff Gila County Sheriff Office PO Box 311 Globe, AZ 85501	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: add funding in the amount of \$83,000.00 for work to be performed in FY2012 Annual Financial and Operating Plan, attached as Exhibit A.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add additional language to the Cooperative Law Enforcement Agreement (see 9. below)
<input type="checkbox"/>	OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**

1. Change the word "Operating Plan" to "Annual Operating Plan" through out the document.
2. Insert the following language at the beginning of paragraph IV. D.

An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the fiscal year, funds not spent may be carried forward to the next fiscal year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, any funds not expended by the Cooperator will be deobligated.

Note: Annual Operating Plan for Fiscal Year 2011, Agreement #11-LE-11031200-007 will become Exhibit A, Annual Operating Plan for Fiscal Year 2011 to this agreement.

Insert the following Provision in Paragraph IV. D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A, FY2012 Annual Financial and Operating Plan

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED



GRANT/AGREEMENT.			
11.A. GILA COUNTY, ARIZONA SIGNATURE <i>John R. Armer</i> (Signature of Signatory Official)	11.B. DATE SIGNED 1/30/12	11.C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): JOHN ARMER		11.F. NAME (type or print): GENE BLANKENBAKER	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Forest Supervisor	
<i>Tommy C. Martin</i> _____ Chairman, Board of Supervisors _____ Date 2/21/12		_____ ROBIN L. POAGUE Special Agent in Charge, Southwestern Region _____ Date	
<b>12. G&amp;A REVIEW</b>			
12.A. The authority and format of this modification have been reviewed and approved for signature by:			12.B. DATE SIGNED
_____ SHERRY J. SMITH U.S. Forest Service Grants & Agreements Specialist			



ATTEST

Marian Sheppard, Chief Deputy

Clerk of the Board of Supervisors

APPROVED AS TO FORM

This 21<sup>st</sup> day of February, ~~2011~~ 2012

By: [Signature]  
County Deputy Attorney

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003)  
(Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
  - Change in Performance = updated performance period agreed to.
  - Change in Funding = obligation OR de-obligation amount and new totals.
  - Administrative = change in pay address, administrator address, correcting typing errors, etc.
  - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.



FS Agreement No. 11-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
Gila County Sheriff's Office  
And the  
USDA, FOREST SERVICE  
Tonto National Forest**

**FY2012 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on November 8, 2010. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2011 and ending September 30, 2012.

Previous Year Carry-over: To be determined upon final billing for Fiscal Year 2011: \$0.00  
Current Fiscal Year Obligation: \$83,000.00  
**FY12 Total Annual Operating Plan: \$83,000.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us	Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us



**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Bray Addison, Patrol Captain Central Arizona Zone, LE&I Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us	Name: Sherry J. Smith, Grants Management Specialist Address: 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.585/mile patrolled
- Per diem rate is \$25.00/day
- Wages with fringe benefits for the individual officers at the rate of \$32.70/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

- > National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

**Globe Ranger District**

- > Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
- > Pioneer Pass: once per week, daytime/weekends.
- > Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
- > Pipeline area in the vicinity of the junction of Highways 70 & 77.
- > Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.

**Payson Ranger District**



- Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.
- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

#### **Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

#### **Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

### 3. The Cooperator further agrees:

To assist Forest Service Officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice information System (ACJIS)/National crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.



Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other department records relating to crimes, offenses, disturbances, complaints and public safety responses handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$83,000. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$0.00.

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

- The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$0.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will





coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.**

Upon request and concurrence by the Sheriff's Department,

The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.



- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:

Bray Addison, Patrol Captain  
Central Arizona Zone, LE&I  
2324 East McDowell Road  
Phoenix, AZ 85006

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator Name, address, phone number and agency financial contact  
Invoice or Bill number.;

Resource Order number(s);

Appropriate incident number (State code or Forest Service P-code and override);

Cooperative Law Enforcement Agreement number;

Dates of the incident covered by the billing; and

Location and jurisdictional unit of the incident.

Summary cost data for the amount being billed:

Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.



- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
  - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$83,000.00.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	83,000.00	N/A
Training	0.00	N/A
Equipment/Supplies	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>83,000.00</b>	<b>N/A</b>

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law



Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. See Cooperative Law Enforcement Agreement Provision IV-D.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

John B. Armer 1/30/12  
JOHN ARMER, Sheriff Date  
Gila County Sheriff's Office

\_\_\_\_\_  
GENE BLANKENBAKER, Forest Supervisor Date  
U.S. Forest Service,

Emmie Watson 2/21/12  
CHAIRMAN Date  
Gila County Board of Supervisors

ATTEST

Marion Sheppard, Chief Deputy Date 2-21-12  
Clerk  
Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers 2-21-2012  
BRYAN B. CHAMBERS Date  
Chief County Deputy Attorney

\_\_\_\_\_  
ROBIN L. POAGUE  
Special Agent in Charge, Southwestern Region  
\_\_\_\_\_  
Date



The authority and format of this agreement have been reviewed and approved for signature.

\_\_\_\_\_  
SHERRY J. SMITH  
U.S. Forest Service Grants Manager

\_\_\_\_\_  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 11-LE-11031200-004  
Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**GILA COUNTY SHERIFF'S OFFICE**  
**And The**  
**USDA, FOREST SERVICE**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System Lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Gila County Cooperative Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated annual Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-D.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.



- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-I.
- F. Complete and furnish the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the dollar amount(s) shown, in accordance with the Operating Plan. Billing frequency will be as specified in the Operating Plan. *See related Provisions III-B, IV-H, and IV-O.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Monitor the U.S. Forest Service radio during the following time period(s): For any emergency or assistance required between the dates of the last signature and September 30, 2015. Address any concerns or notify/request assistance from the U.S. Forest Service as required in the judgment of the Cooperator.

### **III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Forest Service Agreement



number, the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-H.* The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894

**Send copy to:**

Bray Addison, Patrol Captain  
USDA, Forest Service  
Tonto National Forest  
2324 East McDowell Road  
Phoenix, AZ 85006  
Phone: (602) 225-5241  
E-Mail: brayaddison@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principle contacts for this agreement are:

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us	Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us

**Principle U.S. Forest Service Contacts:**

Name: Bray Addison, Patrol Cpt. Address: Central Arizona Zone, LEI 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us	Name: Sherry Smith Address: USDA Forest Service, Tonto NF 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us
---	--





- C. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction, on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- D. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:
1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
  4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-J.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- E. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement
- F. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- G. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- H. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.



- I. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- J. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

When the U.S. Forest service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- K. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.



- L. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- M. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- N. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other request for reimbursements.
  2. Withholding advance payments otherwise due to the Cooperator.
  3. Taking other action permitted by statute.
- Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.
- O. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- P. Execution of this agreement terminated Cooperative Law Enforcement Agreement NO. 06-LE-11031200-002 executed between the parties on January 23, 2006.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all



situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

- S. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- T. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- U. This agreement is executed as of the date of the last signature and, unless sooner terminated, is effective through September 30, 2015 at which time it will expire unless renewed.
- V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

John R. Armer  
 JOHN ARMER, Sheriff  
 Gila County Sheriff's Office

8/17/10  
 Date

\_\_\_\_\_  
 GENE BLAKENBAKER, Forest Supervisor  
 U.S. Forest Service, Tonto National Forest

11-8-10  
 Date

*see  
 Exhibit  
 &  
 signatures  
 link*

Michael A. Foster  
 CHAIRMAN  
 Gila County Board of Supervisors

10/5/10  
 Date

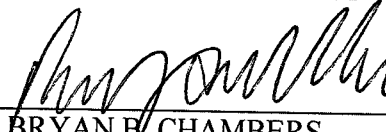
ATTEST

Karion Sheppard, Chief Deputy  
 Clerk  
 Board of Supervisors

Date 10-5-10



APPROVED AS TO FORM

  
BRYAN E. CHAMBERS  
Chief County Deputy Attorney

10 5 10

Date

ROBIN L. POAGUE  
Special Agent in Charge, Region 3

Date

The authority and format of this instrument have been reviewed and approved for signature.

SHERRY J. SMITH  
U.S. Forest Service Grants & Agreements Specialist

Date

## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 11-LE-11031200-007  
Cooperator Agreement No. \_\_\_\_\_

*should be 004*

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
GILA COUNTY SHERIFF'S OFFICE  
And the  
USDA, FOREST SERVICE, TONTO NATIONAL FOREST**

**FY11 OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Gila County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #11-LE-11031200-004 executed on . This Operating Plan is made and agreed to as of the last date signed below and is for the period beginning with the last signature and ending September 30, 2011.

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: John Armer, Sheriff Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: jarmer@co.gila.az.us	Name: Claudia DalMolin Address: Gila County Sheriff's Office P.O. Box 311 City, State, Zip: Globe, AZ 85501 Telephone: (928) 425-4449 FAX: (928) 425-5674 Email: cdalmolin@co.gila.az.us

**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>



<p>Name: Bray Addison, Patrol Captain Address: Central Arizona Zone, LE&amp;I 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5241 FAX: (602) 225-5286 Email: brayaddison@fs.fed.us</p>	<p>Name: Sherry Smith Address: Tonto NF, Grants &amp; Agreements 2324 East McDowell Road City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5361 Email: sherrysmith@fs.fed.us</p>
--	---

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\*\* see attached rate sheet \*\*

\$ /mile patrolled

Per diem rate is \$ /day

Wages at the prevailing rate of \$ /hour plus fringe benefits for the individual officer at the rate of \$ /hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- Patrol on following Forest Service roads:
  - > National Forest System Roads 32, 33, 34, 55, 60, 64, 71, 112, 184, 188, 194, 198, 199, 200, 203, 208, 222, 242, 284, 287, 287A, 287B, 289, 291, 303, 304, 349, 406, 412, 417, 419, 423, 424, 426, 428, 430, 435, 445, 449, 473, 583, 608, 651, and 708.
- Patrol in the following campgrounds, developed sites, or dispersed areas:
  - Globe Ranger District**
    - > Tuxedo Junction, CCC Camp and Sulfide Del Rey Campground: .Late night patrol between 2200-0300 Friday and Saturday nights
    - > Pioneer Pass: once per week, daytime/weekends.
    - > Pinal Peak summer homes: once per week during the summer, and once per month during the winter.
    - > Pipeline area in the vicinity of the junction of Highways 70 & 77.
    - > Other patrols as needed on the Globe District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Globe and the Globe Ranger District.
  - Payson Ranger District**
    - > Upper and lower Tonto Campgrounds and Christopher Creek Campground: Friday through Sunday during May through September, and twice per month in the winter.



- Other patrols as needed on the Payson District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Payson Ranger District.

#### **Pleasant Valley Ranger District**

- Haigler Creek and Alderwood Campgrounds, upper and lower Canyon Creek Campgrounds, Workman Creek area: Friday through Sunday during May through September and late night patrols and at least twice per month in winter.
- Coyote Junction: late night during the summer.
- Other patrols as needed on the Pleasant Valley District, with emphasis on areas of illegal woodcutting. These illegal cutting areas are determined through contact by the Gila County Sheriff's Office in Payson and the Pleasant Valley Ranger District.

#### **Tonto Basin Ranger District**

- Roosevelt Lake campgrounds: late night patrols Friday through Sunday year-around.
- Lone Pine Saddle, Campaign Trailhead, Cherry and Coon Creek areas: Twice per month.

#### The Cooperator further agrees:

To assist Forest Service officers in the enforcement of natural resource conservation laws, rules, and regulations whenever possible.

Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon request of the Forest Service.

Provide radio communications for Forest Service law enforcement personnel as needed. When advised that a Forest Service Law Enforcement Officer is "in service" on the Cooperator's frequency, the Cooperator dispatcher will provide basic officer safety welfare monitoring, welfare checks during vehicle stops and violator contacts, provide Arizona Criminal Justice Information System (ACJIS)/National Crime Information Center (NCIC) and Motor Vehicle Division (MVD) queries on request, and otherwise provide routine police dispatch services consistent with the Cooperator's own internal policies.

Maintain interagency communication by means of informal meetings between the Forest Officers, Law Enforcement Officers for the purpose of exchanging mutually benefiting information.

Upon request of the Forest Service, the Cooperator shall provide copies of arrest reports, investigative reports, criminal complaints, citations, and other office records relating to crimes, offenses, disturbances, complaints and public safety responses





handled by the Cooperator within the National Forest System. Also upon request from the Forest Service, the Cooperator will provide statistical summaries of all incidents occurring within the National Forest System, subject to the capabilities of its automated data collection/retrieval systems.

Total reimbursement for this category shall not exceed the amount of: \$78,000.00

### III. TRAINING:

*See Cooperative Law Enforcement Agreement Provision IV-J for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### IV. EQUIPMENT:

*See Cooperative Law Enforcement Agreement Provisions IV-J, IV-K, and IV-L for additional information.*

The Cooperator is authorized to purchase miscellaneous equipment and supplies necessary for its employees to adequately and safely perform their job under this agreement.

Total reimbursement for this category shall not exceed the amount of: \$5,000.00

### V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan, except as provided under C, D, and E below for fire prevention and suppression situations.
  1. Drug Enforcement:
  2. Fire Emergency:
  3. Group Gatherings:



This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

- C. It is mutually agreed by the parties that danger from wildland fire is critical, the potential for human-caused and naturally-occurring wildland fire in the Tonto National Forest can be high, and that wildland fires pose a significant threat to the Tonto National Forest and to the communities in the area.

The Sheriff's Office may be requested to provide additional law enforcement support on National Forest System lands during extreme fire conditions. These conditions can be considered a Special Law Enforcement Situation, as described in Section V, Paragraph A above. This request will become effective and enforceable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, which provides a resource order number, and the County Dispatch Office is notified of the request.

- D. The Sheriff's Office shall:

1. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the *Cooperative Law Enforcement Agreement, Provision II-B*, including appropriate vehicle(s), in numbers requested by the Forest Service to provide law enforcement for fire prevention or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Office. The Sheriff's Deputies will coordinate their patrol activities with the U. S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire prevention patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire suppression situation. All Deputies assigned to a wildland fire suppression situation are required to follow Check-in and Demobilization procedures.
2. Assign Sheriff's Deputies requested by the Forest Service for fire prevention or fire suppression situation patrol and law enforcement.
3. Furnish itemized statements of expenditures to the Forest Service for the fire prevention or fire suppression situation services requested by the Forest Service, at the address below:

U.S. Forest Service  
Albuquerque Service Center  
Incident Finance  
101 B Sun Avenue NE  
Albuquerque, NM 87109



E. The Forest Service shall:

1. Relay requests to the Sheriff's Office to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of officers needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity or fire suppression code for billing. A resource order must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Service Dispatcher.
2. Post each Deputy's time to an FTR (Optional Form 288) and each vehicle's mileage to Equipment Shift Tickets to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Office.
3. Reimburse the Sheriff's Office for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above:

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

Quarterly Billing for reimbursement to the Sheriff's Office for items listed under Sections II, III and IV shall not exceed \$83,000.00.

- A The Sheriff's Office shall furnish the Forest Service itemized statements *for all non-fire related activities*, not less than quarterly and patrol logs for the expenditures involving forest patrol and controlled substance law violations. Submit Public Voucher for Service (SF 1034). The statement will contain sufficient detail to allow the Forest Service to tie the expenditures back to the reimbursable expenses and rates contained in this Operating and Financial Plan.

Each invoice shall display the Agreement number, billing period, and Sheriff Office's actual expenditures to date of the invoice, displayed by separate cost elements (i.e., Patrol billable hours, Training, Equipment, etc.) as documented in the FY11 Operating Plan, less any previous Forest Service payments. The Sheriff's Office is approved for quarterly billing. The invoice should be forwarded as follows:

**Send original to:**  
U. S. Forest Service

**Send copy of invoice and completed  
Forms FS-5300-5, Cooperative Law  
Enforcement Activity Report to:**  
U.S. Forest Service



Albuquerque Service Center  
Payments – Grants and Agreements  
101 B. Sun Ave. NE  
Albuquerque, NM 87109  
Phone: 877-372-7248  
Fax: 877-687-4894

Bray Addison, Patrol Captain  
Tonto National Forests  
Address: 2324 East McDowell Road  
City, State, Zip: Phoenix, AZ 85006  
Phone: (602) 225-5241  
E-Mail: brayaddison@fs.fed.us

**VI. CLOSEOUT.**

The Recipient shall close out the FY 2011 Annual Financial and Operating Plan within 90 days after expiration or notice of termination.

Invoices for services rendered within the performance period authorized under this instrument must be submitted within 90 days of expiration of this FY 2011 Financial and Operating Plan and final invoice marked as "FINAL". Any balance of funds not invoiced by the Recipient shall be de-obligated by the Forest Service upon receipt and approval of the final invoice.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all performance and related reports required by the terms of the instrument shall be submitted to the Forest Service by the Recipient.


**VII. TERMINATION FOR CONFLICT OF INTEREST. (State of AZ only)**

This Agreement is subject to termination pursuant to Arizona Revised Statute 38-511.


**VIII. AUTHORIZED REPRESENTATIVES.**

By signature below, the Sheriff's Office certifies that the individuals listed in this document as representatives of the Sheriff's Office are authorized to act in their respective areas for matters related to this Agreement.

In witness whereof, the parties hereto have executed this Operating Plan as the last date written below.

  
\_\_\_\_\_  
JOHN ARMER, Sheriff  
Gila County Sheriff's Office

8/17/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
GENE BLAKENBAKER, Forest Supervisor  
U.S. Forest Service, Tonto National Forest

11/8/10  
\_\_\_\_\_  
Date



Michael R. Pactor 10/5/10  
 CHAIRMAN Date  
 Gila County Board of Supervisors

ATTEST

Carion D. Sheppard, Chief Deputy 10-5-10  
 Clerk Date  
 Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers 10-5-10  
 BRYAN B. CHAMBERS Date  
 Chief County Deputy Attorney

Robin L. Poague 11-1-10  
 ROBIN L. POAGUE Date  
 Special Agent in Charge, Region 3

The authority and format of this instrument have been reviewed and approved for signature.

Sherry J. Smith 10/25/2010  
 SHERRY J. SMITH Date  
 U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this



information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Thomas H. Melcher**  
Chief Deputy



**James A. Eskew**  
Jail Commander

Office of  
**Sheriff of Gila County**  
**John R. Armer**

January 26, 2010

Bray Addison, Law Enforcement Officer  
Forest Service Representative, Tonto National Forest  
2324 E. McDowell Rd.  
Phoenix, Arizona 85006

**RE: Clarification of Cooperative Law Enforcement Agreement**

LEO Addison,


This letter is issued as clarification of section "I" subsection "B" of the current (FY10) Cooperative Law Enforcement Agreement between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service. The current contract states:

"Wages at the prevailing rate of \$32.70/hour to include fringe benefits for the individual officer at the rate of \$32.70/hour."

The breakdown of the rate shown is as follows:

Officer Hourly Rate: \$20.46  
Officer Hourly Fringe: \$12.24  
Officer Hourly Total: \$32.70

Should you require any further information regarding our current agreement, please do not hesitate to contact me or my administrative staff.

  
John R. Armer, Sheriff  
Cooperator Representative

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



## *GILA COUNTY ATTORNEY*

*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-2343**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014  
**Submitted For:** Michael O'Driscoll, Health & Emergency Services Division Director  
**Submitted By:** Celena Cates, Executive Administrative Assistant, Health & Emergency Services Division  
**Department:** Health & Emergency Services Division  
**Division:** Health Services  
**Fiscal Year:** 2014  
**Budgeted?:** Yes  
**Contract Dates Begin & End:** January 6, 2014 to September 30, 2014  
**Grant?:** Yes  
**Matching Requirement?:** No  
**Fund?:** New

---

Information

Request/Subject

Intergovernmental Agreement Contract No. ADHS14-063025 Accreditation

Background Information

The Gila County Division of Health and Emergency Services in agreement with the Arizona Department of Health Services (ADHS) is committed to achieving accreditation through the Public Health Accreditation Board (PHAB).

Evaluation

This funding will allow Gila County to provide infrastructure to the Health and Emergency Services Division to prepare for National Accreditation.

Conclusion

This funding is important because the accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the Intergovernmental Agreement Contract No. ADHS14-063025 with Arizona Department of Health Services in the amount of \$45,000 for the period of January 6, 2014, to September 30, 2014, to prepare for National Accreditation.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS14-063025) with the Arizona Department of Health Services in the amount of \$45,000 to provide infrastructure to the Health and Emergency Services Division to prepare for national accreditation for the period of January 6, 2014, to September 30, 2014.

---

Attachments

IGA Contract No. ADHS14-063025

Legal Explanation



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS14-063025

ARIZONA DEPARTMENT OF HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Accreditation

Begin Date: January 6, 2014

Geographic Service Area: Gila County

Termination Date: September 30, 2014

1.1.1.1

1.1.1.2 Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.
- Other: Federal Agency

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No: _____ Tax License No: _____ Contractor Name: Gila County Health Services Address: 1400 East Ash Globe, Arizona 85501	<b>FOR CLARIFICATION, CONTACT:</b> Name: <u>Michael O'Driscoll, Director</u> Phone: <u>(928) 402-8761</u> Email: <u>modriscoll@co.gila.az.us</u>
<b>CONTRACTOR SIGNATURE:</b> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement <p style="text-align: right; font-size: 1.5em;">2-18-14</p> <u>Michael A. Pastor, Chairman, Board of Supervisors</u> Print Name and Title	This Contract shall henceforth be referred to as Contract No. <u>ADHS14-063025</u> . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 2014 Procurement Officer
<b>CONTRACTOR ATTORNEY SIGNATURE:</b> 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 <p style="text-align: right; font-size: 1.5em;">2-18-14</p> <u>Bryan B. Chambers, Deputy Attorney Principal</u> Print Name and Title Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:	<b>RESERVED FOR USE BY THE SECRETARY OF STATE</b>  <b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>

Contract Number <b>ADHS14-063025</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
---	---

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 of 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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

2 **Contract Type.**

This Contract shall be: Fixed Price

3 **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4 **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the

Contract Number <b>ADHS14-063025</b>	<b>INTERGOVERNMENTAL AGREEMENT          TERMS AND CONDITIONS</b>
---	--

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

Contract Number <b>ADHS14-063025</b>	<b>INTERGOVERNMENTAL AGREEMENT          TERMS AND CONDITIONS</b>
---	--

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 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

**5 Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments

5.2.1 *Unearned Advanced Funds*. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall



Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

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 IRS W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I R S W9 Form on file with the State of Arizona.
- 5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
  - 5.6.1 Accept a decrease in price offered by the Contractor;
  - 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
  - 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
  - 5.6.4 Cancel the Contract.
- 5.7 Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

**6. Contract Changes**

- 6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

7.5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

**8 Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens

8.2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

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

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

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

8.3 Inspection/Testing Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8.4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs Seven (7) and Eight (8) shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter Five (5)

8.5.2 *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

**9. State's Contractual Remedies**

9.1 Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

9.2 Stop Work Order.

9.2.1 *Terms* The State may, at any time, by written order to the Contractor, require the Contractor to

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

### 10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS14-063025	

Contractor's failure to complete the Contract

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or 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

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063025	TERMS AND CONDITIONS

waiver of any sovereign immunity defense in the event of suit

15. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. 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.

16. **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.

17. **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.

18. **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

19. **Key Personnel** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

20. **Data Universal Numbering System (DUNS) Requirement** For federal funding, pursuant to 2 CFR 25 100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
<b>ADHS14-063025</b>	

## Public Health Accreditation Preparation Activities

### 1. BACKGROUND

The Arizona Department of Health Services (ADHS) is committed to achieving accreditation through the voluntary Public Health Accreditation Board (PHAB). The accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices. In response to the accreditation standards, ADHS created the Managing for Excellence Program (MEP) concentrating on the accreditation requirements. In 2011 the Strategic Plan, one (1) of three (3) PHAB prerequisites, was updated. In 2014 ADHS will focus on the remaining two (2) PHAB prerequisites, a comprehensive 'Statewide Community Health Assessment' and the 'State Health Improvement Plan' (SHIP). An important component of the planning process is organizing partnerships across the State, collaborating with County Health Departments, and sharing information gathered from Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP).

The Preventive Health and Health Services Block funding will be aimed at supporting local public health departments (LHDs) in undertaking accreditation preparation activities. Funding will be provided to LHDs to engage in activities that will demonstrate a measurable increase in their readiness to achieve Public Health Accreditation Board (PHAB) accreditation.

Each County will select two (2) or more categories of work, and two (2) or more deliverables within each category, based on an identified area of need around accreditation readiness.

Opportunities for peer networking, sharing, and technical assistance (TA) will be provided by ADHS.

Counties can select the deliverable(s) based on:

- 1.1 Feasibility for the LHD to undertake and complete within the project timeframe, and
- 1.2 Greatest benefit to the LHD in their accreditation readiness. Counties should only choose deliverables that that will be completed during the course of this project, and not those that have already been completed.

For each deliverable(s) selected, Counties will be required to describe the activities they propose to undertake in order to accomplish that deliverable, the corresponding timeframes, and expected outcomes. The County will also be required to provide an overall budget which will be used to reconcile expenditures by ADHS Local Health.

For contextual purposes, categories include references to the most closely related domains within the PHAB Standards and Measures. However, it is understood that work in one (1) or more of the categories may span across several PHAB domains indirectly, or in conjunction with other categories of work.

### 2. CATEGORIES SELECTED

#### 2.3 **Category 3: Building a Culture of Quality Improvement** (related PHAB Domain: 9)

Quality improvement (QI) is the result of leadership support and requires staff commitment at all levels to build a culture of quality and ensure it is fully integrated into organizational structures, processes, services, operations, and more. Counties selecting this category may use this award to conduct activities that will show progress towards building a culture of Quality Improvement (QI) that will fulfill one (1) or more of the outlined deliverables (e.g., assessment of current QI culture and description of desired future state, plan for regularly communicating about QI activities, etc.)

#### 2.4 **Category 4: Workforce Development** (related PHAB Domain: 8)

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS14-063025	

A multi-disciplinary workforce that is matched to the specific community being served facilitates the interdisciplinary approaches required to address the population's public health issues. PHAB Standards and Measures (v1 0) focus on the need for LHDs to take as strategic approach to the development of a trained and competent workforce to effectively perform duties. Counties selecting this category may use this award to conduct activities that will show progress towards training and development of the LHD workforce that will fulfill one (1) or more of the outlined deliverables (e.g., job descriptions that include core competencies, a workforce development plan, etc.).

**3. COUNTY RESPONSIBILITY**

Each County funded shall:

- 3.1 Designate one (1) main point of contact with whom ADHS will directly communicate on all matters related to this project. This Project Coordinator will be responsible for submitting all deliverables, participating in peer networking conference calls or webinars, and completing evaluation activities;
- 3.2 Designate at least one (1) relevant staff member to attend the ADHS training on workforce development, QI and performance management. Funding for traveling to this training must be allocated from the total award amount to the county; and
- 3.3 Submit, per the Contract Scope of Work, all deliverables as selected in the Application and two (2) project update assessments. Selected deliverables will be posted to ADHS, MEP, website.

**4. ADHS' RESPONSIBILITIES**

ADHS will provide:

- 4.1 A monetary award that will be paid in installments per agreed up on deliverables and price sheet; □
- 4.2 Opportunities for peer-to-peer networking among all selected LHDs and those within each category of work including hosted conference calls, as appropriate;
- 4.3 Access to virtual TA and guidance from ADHS staff, LHD peers/mentors, and/or potentially subject-matter experts related to the category of work for which the County received the award, as appropriate. (Please note that this guidance will be limited; if significant TA is necessary for a County to complete their work, Counties should plan to contract with a consultant/SME and budget for the expense within the Application.); and
- 4.4 Connection to learning communities and national networks.

**5. APPROVALS:**

- 5.1 The ADHS will make payment in accordance to the Terms and Conditions and Scope of Work set forth in the Contract.

**6. DELIVERABLES**

- 6.1 **Category 3: Building a Culture of Quality Improvement**
  - 6.1.1 Detailed written description of process and criteria for identifying and initiating appropriate QI projects,
  - 6.1.2 Detailed written description of the LHD's plan for regularly communicating about QI activities in the department, and evidence of at least three (3) of those mechanisms implemented,
  - 6.1.3 Written or visual example of a completed QI project(s) in a program and/or administrative area, and



Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
<b>ADHS14-063025</b>	

6.2 Category 4: **Workforce Development**

- 6.2.1 Detailed written plan for ensuring adoption of relevant public health core competencies among staff,
- 6.2.2 Assessment(s) used to assess staff competencies against the adopted core competencies and detailed description of process for implementing assessment,
- 6.2.3 Staff training plan based upon results of assessment, including training schedules and description of curricula topics, and how identified gaps in staff competencies will be addressed.

**7. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:**

7.1 Notices, Correspondence, Reports and Invoices from the Contractor to ADHS should be sent to:

Arizona Department of Health Services  
 Local Health  
 Attention: Carol Vack  
 150 18<sup>th</sup> Avenue, Suite # 520  
 Phoenix, Arizona 85007  
 Telephone: 602 542-7395  
 Email: [carol.vack@azdhs.gov](mailto:carol.vack@azdhs.gov)

7.2 Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Gila County Health Services  
 Attn: Michael O'Driscoll, Director  
 (Site) 5515 South Apache Ave, Ste. 100  
 (Mailing) 1400 East Ash  
 Globe, Arizona 85501  
 Phone: (928) 402-8761  
 Fax: (928) 425-0794  
 Email: [modriscoll@co.gila.az.us](mailto:modriscoll@co.gila.az.us)

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS14-063025	PRICE SHEET

**PRICE SHEET**  
Effective January 6, 2014

**ADHS will pay for completed Tasks monthly upon receipt of a Invoice from the County**

<b>Description</b>	<b>Budget Amount</b>
Category 3: Building a Culture of Quality Improvement: Detailed written description of process and criteria	\$7500.00
Category 3: Building a Culture of Quality Improvement: Detailed written description of the LHD's plan for regularly communicating about QI activities in the department	\$7500.00
Category 3: Building a Culture of Quality Improvement: Written or visual example of a completed QI project(s)	\$7500.00
Category 4: Workforce Development: Detailed written plan for ensuring adoption of relevant public health core competencies among staff	\$7500.00
Category 4: Workforce Development: Assessment(s) used to assess staff competencies against the adopted core competencies	\$7500.00
Category 4: Workforce Development: Staff training plan based upon results of assessment	\$7500.00
<b>Total Contract Amount Not to Exceed</b>	<b>\$45,000.00</b>



*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-2282**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Steve Stratton, Public Works Division Director      **Submitted By:** Dana Sgroi, Contracts Support Specialist, Finance Division

**Department:** Public Works Division      **Division:** Roads

**Fiscal Year:** FY 2013-2014      **Budgeted?:** Yes

**Contract Dates** March 04, 2014 to      **Grant?:** No

**Begin & End:** July 03, 2015

**Matching** No      **Fund?:** Renewal

**Requirement?:**

---

Information

Request/Subject

Request to Advertise for Invitation for Bid No. 123113 for SBS Polymer Chip Seal Oil.

Background Information

The Gila County Consolidated Roads Department uses the SBS polymer chip seal oil as a road repair and maintenance product on various roads in Gila County.

On June 7, 2011, Gila County entered into a contract with Wright Asphalt Products Company to provide SBS polymer chip seal oil to various locations in Gila County for a seven-month term with the option to renew the contract for two (2) additional one (1) year periods. On February 21, 2012, the Board of Supervisors approved the first contract extension, extending the contract through January 6, 2013. On April 16, 2013, the Board of Supervisors approved the second contract extension, extending the contract through January 6, 2014.

The existing contract expired on January 6, 2014.

Evaluation

With oil prices fluctuating drastically, Gila County has provided a clause in the Invitation for Bid that will allow the supplier to increase or decrease the price under the Arizona Department of Transportation Oil Index. The original pricing that will be provided to Gila County in the bid could change during the life of the contract due to these fluctuations.

Conclusion

Advertising for bid will allow all suppliers the opportunity to provide the County with a proposal to supply SBS polymer chip seal oil for road repair and maintenance.

Recommendation

The Finance Director and the Public Works Division Director recommend that the Board of Supervisors authorize the advertisement of Invitation for Bid No. 123113 to be published in the Arizona Silver Belt on February 19, 2014, and February 26, 2014.

Suggested Motion

Approval to advertise Invitation for Bid No. 123113 for the purchase of SBS polymer chip seal oil to be used for Gila County road repairs and maintenance.

---

Attachments

Request to Advertise

IFB 123113 SBS Polymer Chip Seal Oil

## GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<b>IS THIS A REQUEST FOR</b> <i>Check one</i> Bids <input checked="" type="checkbox"/> _____ Proposals _____ Qualifications _____	<b>REQUEST NUMBER</b> <u>123113</u> <small>(For Procurement Use Only)</small>
---	---

**I. DESCRIPTION:** *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: SBS Polymer Chip Seal Oil  
Fund 6510 Dept No. 341 Program 526 Location 000 Account 4300.82  
Estimated Cost: **\$120,000.00**

**INTENT**

It is the intent of this solicitation to establish a contract with a contractor to provide SBS Polymer Chip Seal Oil for Gila County roads or roads maintained by Gila County.

Signed:  Date 1/22/2014  
*Elected Official or Department Head*

**II. DEPARTMENTAL INFORMATION ONLY:** *Action Dates*

DATE	Department Receipt	<u>12/31/2013</u>	Placed on Agenda	<u>12/31/2013</u>
	Presented to Board	<u>2/18/2014</u>	Approved to Call	_____
	Delivered to Paper	<u>2/13/2014</u>	Paper Name	<u>Arizona Silver Belt</u>
	Advertised From	<u>2/19/2014</u>	To	<u>2/26/2014</u>
	Closing Date	<u>3/3/2014</u>	Bid Award Date	<u>3/3/2014</u>
	Awarded To	_____	Pre-Bid Meeting Date	_____

**III. OTHER APPROVAL:** *Only as necessary*

Department Name: \_\_\_\_\_  
Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_  
Department Name: \_\_\_\_\_  
Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

**IV. APPROVED**

Finance Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**GILA COUNTY**

**INVITATION FOR BID**

**BID NO. 123113**

**SBS POLYMER CHIP SEAL OIL**

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



**\*BOARD OF SUPERVISORS\***

**Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
John D. Marcanti, Member**

**\*County Manager\***

**Don E. McDaniel Jr.**

**\*Public Works Director\***

**Steve Stratton**



**TABLE OF CONTENTS**

<b>Content</b>	<b>Page</b>
<b>Table of Contents</b> .....	<b>1</b>
<b>Advertisement</b> .....	<b>2</b>
<b>General Scope of Work</b> .....	<b>3</b>
<b>Exhibit “A”; Instructions to Suppliers</b> .....	<b>4-6</b>
Preparation of Sealed Bid.....	4
Addenda .....	5
Inquiries.....	5
Late Bid.....	5
Submittal Bid Format .....	6
<b>General Terms and Conditions</b> .....	<b>7-8</b>
Award Contract .....	7
Protests .....	7-8
Laws & Ordinances.....	8
<b>Exhibit “B” Contract Award Agreement</b> .....	<b>8-11</b>
Overcharges by antitrust Violations.....	8
Authority to Contract .....	8
Contract Amendments .....	9
Contract Default.....	9
Right to Assurance .....	9
Co-op Intergovernmental Purchasing Agreement .....	9-10
Cancellation of County Contracts.....	10
Termination of Contract.....	10
Compensation & Method of Payment .....	10-11
Payment of Taxes .....	11
IRS W-9 Form.....	11
Purchase Orders.....	11
Force Majeure .....	11-12
Warranties.....	12
Bid Evaluation Process .....	12
<b>Exhibit “C”, Minimum Product Specifications/Information</b> .....	<b>13-20</b>
Section 1.0; General Purpose.....	13
Section 2.0; Bid Pricing.....	14
Section 3.0; Price Adjustments .....	14-15
Section 4.0; Ordering / Pricing .....	15-17
Section 5.0; Product Specifications .....	17-20
<b>Insurance Provisions</b> .....	<b>21-23</b>
Indemnification Clause.....	21
Insurance Requirements .....	21-23
<b>Qualification and Certification Forms</b> .....	<b>24-25</b>
<b>Bid Price Sheet</b> .....	<b>26-27</b>
<b>Reference List</b> .....	<b>28</b>
<b>No Collusion in Bidding</b> .....	<b>29</b>
<b>Intentions Concerning Subcontracting</b> .....	<b>30</b>
<b>Legal Arizona Workers Act Compliance</b> .....	<b>31</b>
<b>Suppliers Check List &amp; Addenda Acknowledgment</b> .....	<b>32</b>
<b>Offer Page (Signature Required)</b> .....	<b>33</b>



**GILA COUNTY  
INVITATION FOR BID  
BID NO. 123113 SBS POLYMER CHIP SEAL OIL**

---

**Notice is hereby given that Gila County is requesting Bids from qualified Suppliers to provide SBS Polymer Chip Seal Oil as specified for the Gila County Public Works Consolidated Roads Department.**

**SUBMITTAL DUE DATE:** 10:00 A.M., Local AZ Time, Monday, March 03, 2014

**RETURN BID TO:** GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA

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

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

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8612, or by clicking on the link at the County website: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php). Bidders are strongly encouraged to carefully read the entire INVITATION FOR BID.

Questions regarding the technical aspects of this Request for Sealed Bid should be directed to: Brent Cline, Consolidated Roads Manager, (928) 402-8526. Questions regarding the general terms and conditions of this Request for Sealed Bids should be directed to, Jeannie Sgroi, (928) 402-8612.

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

Arizona Silver Belt Advertisement Dates: **February 19, 2014 and February 26, 2014**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

**GENERAL SCOPE OF WORK**

It is the intent of this Invitation for Bid to establish a term contract for the purchase of SBS Polymer Chip Seal Oil, Plant Pick-Up and Delivery, to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

This contract shall include all specifications, and terms and conditions of this Invitation for Bid (Bid No. 123113 SBS Polymer Chip Seal Oil) and all attached exhibits, under the Contract including but not limited to, minimum specification of product specifications (see attached: Exhibit "C") pages 13-20, as specified on Price Sheet pages 26-27 for total price proposed.

Suppliers who agree to provide the minimum Bid Specification for this product shall be considered for award.

**INSTRUCTIONS TO SUPPLIERS**

**IMPORTANT: EXHIBIT “A”, INSTRUCTIONS TO SUPPLIERS AND EXHIBIT “B”, SUPPLIERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL 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 TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS “A” & “B”.**

**EXHIBIT “A” INSTRUCTIONS TO SUPPLIERS**

**Preparation of Sealed Bids**

- A. Sealed Bids will be received by the Gila County Finance Department, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Bids only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All Bids shall be on the forms provided in this Invitation for Bid’s package. It is permissible to copy these forms if required.
- B. Before submitting its Bid and Qualification Forms each Supplier shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Suppliers must complete the Bid and Qualification Forms provided in this Invitation for Bid package in full, **original signature in ink**, by the person(s) authorized to sign the Bid and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Bid and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) from further consideration.
- D. The names of all persons authorized to sign the Bid 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 IFB shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Instructions to Suppliers continued.....*

**Addenda**

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

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 32. If no Addenda have been issued, indicate so with "N/A", sign and submit form with bid.
  
2. Copies of all addenda must be attached to the submittal.

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

**Inquiries**

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

**Late Bids**

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

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

---

*Instructions to Suppliers continued.....*

**Submittal Bid Format:**

**It is requested that One (1) Original and Two (2) copies ( 3 TOTAL) WITH ORIGINAL SIGNATURES ON ALL THREE (3) of the Bid, Qualification and Certification Forms, Price Sheet, Reference List, No Collusion Affidavit, Intentions Concerning Subcontracting, Legal Arizona Workers Act, Suppliers Checklist and Acknowledgment of Addenda, and Offer Page shall be submitted on the forms and in the format specified in the INVITATION FOR BID. The County will not be liable for any cost incident to the preparation of Bids, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall NOT be considered.**

1. By signature on the Offer Page, supplier certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The supplier has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by supplier awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.
  
2. Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipts of Bids.
  
3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Bid deadline.

**The Bid shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "INVITATION FOR BID" with Bid Title "SBS POLYMER CHIP SEAL OIL", Contract Number, "123113", Date "March 03, 2014", and Time "10:00 AM" of Bid opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award Contract**

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

**Protests**

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

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

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

---

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

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

**Laws and Ordinances**

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

**EXHIBIT "B" SUPPLIER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Supplier, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Incorporated by this reference into the contract are all specifications, terms and conditions of the Invitation for Bid (Bid No. 123113 SBS Polymer Chip Seal Oil) and all attached exhibits to that Invitation for Bid. Proof of acceptance of the provisions of this contract and all other incorporated provisions contained in the Invitation for Bid (Bid No. 123113 SBS Polymer Chip Seal Oil) will be the Supplier's signature(s) appearing on page 33, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 24-25.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Supplier in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, 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



**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

General Terms and Conditions continued.....

other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Supplier or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Supplier.

**Contract Amendments**

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

**Contract Default**

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

**Right to Assurance**

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

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

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Supplier(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Supplier under this

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

---

General Terms and Conditions continued.....

contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accordance with the rules and regulations of the respective entity and the approval of the Supplier.

**Cancellation of County Contracts**

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

**Termination of Contract**

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

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

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

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

**Compensation and Method of Payment**

Gila County will pay the Supplier following the submission of itemized Invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

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

material or service and correct invoice. Each invoice must show the Contract Number, Purchase Order Number, Date of Delivery, Name and Mailing Address of Supplier.

**Payment of Taxes**

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale 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.
2. 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 and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**IRS W-9 Form**

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

**Purchase Orders**

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

**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. 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 governmental 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.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 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
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

General Terms and Conditions continued.....

- 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 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 such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given 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.

**Warranties**

The Supplier warrants that all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards. The Supplier warrants that all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship and the materials supplied under this contract are free of liens and shall remain free of liens.

**Bid Evaluation Process**

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

**General**

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

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

**MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS**

**Exhibit "C" Minimum Specifications – Product Specifications**

**Purpose**

It is the intent of Gila County to establish, by this Invitation for Bid, the contract for a Supplier(s) to provide SBS Polymer Chip Seal Oil.

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

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Bids must represent the entire package. Partial awards will not be made unless otherwise stated in the Bid specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Bid submission to assure the following requirements are met.
  - 1.5.1 **One (1) original and two (2) copies all with original signatures of all submissions.**
  - 1.5.2 Qualification and Certification Forms, (page 24-25)
  - 1.5.3 Price Sheet, (page 26-27)
  - 1.5.4 References, (page 28)
  - 1.5.5 No Collusion in Bidding, (page 29)
  - 1.5.6 Intentions for Subcontracting, (page 30)
  - 1.5.7 Legal Arizona Workers Act Compliance, (page 31)
  - 1.5.8 Checklist and Addenda Acknowledgment, (page 32)
  - 1.5.9 Offer Page, (page 33)

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Minimum Specifications continued.....*

**SECTION 2.0**

**Bid Pricing**

- 2.1 The Supplier shall submit the Bid in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Bid. Pricing offered should be noted on the price sheet, pages 26-27, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

**SECTION 3.0**

**Price Adjustments**

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
  - 3.1.1 The term “bituminous material” as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
  - 3.1.2 “Initial Cost” of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the “initial cost” of bituminous material.

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Minimum Specifications continued.....*

- 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

**SECTION 4.0**

**Ordering & Delivery**

**4.1 ORDERING**

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Minimum Specifications continued.....*

- 4.1.3 **SAMPLES:** Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 **TESTING:** The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.
- 4.2 **DELIVERY:** Delivery Sites, as designated on Page 26, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the SBS Polymer Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.



**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Minimum Specifications continued.....*

- 4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

Whenever there is a return of unused oil product that is a result of the County limiting the spread or storage of the oil product, the County shall pay the successful bidder up to the amount of **\$250.00** to pay for all related freight costs, and pump off costs, related to oil product return.

- 4.4.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

**SECTION 5.0**

**Product Specifications – Minimum Specifications: BID NO. 123113 SBS Polymer Chip Seal Oil**

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of SBS Polymer Chip Seal Oil, Plant Pick-Up and Delivery to various locations throughout the County, in accordance with the specifications and general requirements identified below.

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

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

*Minimum Specifications continued.....*

2. Application and Storage Requirements

A certificate of compliance conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted.

Type-Grade	Recommended-Range, °F	Max. Allowable, °F	Max. Heating & Storage, °F
RAB	325 – 360	375	375 (see note below)

**Note:** Maximum temperature for storage by the Asphalt Supplier or the Contractor shall be 360°F. For RAD designed for surface treatment work, the temperature of the modified asphalt binder may be increased to a maximum of 375° by the supplier loading through an in-line heater or by the Supplier just prior to application. In any case, the heating, storage, and application temperatures used shall be the lowest temperatures practical.

3. Binder Content Requirements

<b>Rubber Asphalt Binder (RAB) Table</b>		
Property	Test Procedures	Requirement
Ground Tire Rubber Content, % of weight of total RAB	Certificate of Compliance required	5.0
SBS Polymer, %	Certificate of Compliance required	2-3
Penetration @ 77° F, 100g/5 sec, dmm	ASTM D-5	55-75
Kinematic Viscosity @ 275°	ASTM D-2170	200 max.
Softening Point, °F	ASTM D-36	140 min.
Solubility, %	ASTM D-2042	97.5 min.
Elastic recovery @ 77° F, 5cm / min, % Recovery after 1 hour	ASTM D-6084 Modified (modify 10cm to 20cm)	55 min.
Separation of Polymer, 325° F, %	TEX 540-C (see notes)	Report
Retain Penetration, Ratio (RTFO Pen. @ 77° F, 100g / 5 sec) (Original Pen. @ 77°F)	ASTM D-5	0.6 – 1.0

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Minimum Specifications continued.....*

**Note:** A 350-gram sample of the RAD is poured into a friction-top pint can (approximately 3-1/2 inch diameter by 4 inch height) and stored for 48 hours at 3025° F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exists about the separation of polymer, samples will be taken from the top and bottom for softening point determination. A difference between the softening points of the top and bottom samples of 4 percent or more, based on the average of the top and bottom softening points, constitutes separation (Tex 540-C).

4. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

5. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractors responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

6. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Minimum Specifications continued.....*

7. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

8. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

9. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

**INSURANCE PROVISIONS**

**INDEMNIFICATION CLAUSE:**

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

**INSURANCE REQUIREMENTS:**

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

**The Supplier shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.**

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

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

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

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

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

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

---

*Insurance Provisions continued....*

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

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

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

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

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

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

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

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

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

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

*Insurance Provisions continued.....*

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Supplier from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Supplier shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**QUALIFICATION AND CERTIFICATION FORMS**

**Exhibit “D” Suppliers Qualifications and Reference List**

**Purpose**

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

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

**SECTION 6.0**

**Contract Number 123113 SBS Polymer Chip Seal Oil**

The applicant submitting this Bid warrants the following:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

- 6.1 Supplier must also provide at least the following information:
- a. A brief history of the Suppliers Firm.
  - b. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Supplier has in supplying the specified services.



**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

---

Qualification & Certification continued...

- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. Subcontractors ROC, contact name and phone number must be included.
- f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mode) Rating in Arizona:** \_\_\_\_\_  
(If Applicable)

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

6.7 **Current Arizona Contractor License Number:** \_\_\_\_\_  
(If Applicable)

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

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

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

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

PRICE SHEET

**SBS Polymer Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County**

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck	FOB Plant without Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ _____	\$ _____	\$ _____	\$ _____
Timber Region (North of Roosevelt Lake Bridge)	\$ _____	\$ _____	\$ _____	\$ _____

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ _____ .
Transport truck rental after two hours pumping time	\$ _____ .
Minimum Ton for pick up FOB plant.	\$ _____ .
Amount each occurrence for product returned and disposed.	\$ _____ .

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: \_\_\_\_\_ & City of: \_\_\_\_\_  
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-Sate vendor without a presence in Arizona

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

\_\_\_\_\_  
Company Representative

If payment is made within \_\_\_\_\_ days after receipt of goods or services, the above quoted price can be discounted by \_\_\_\_\_%.

No Tax shall be levied against Labor.

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

---

---

*Price Sheet continued...*

**Supplier Name:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

    \$ \_\_\_\_\_ per hour.

- Delivery charges per ton/mile for product to delivery to sites not listed above in this schedule:

    \$ \_\_\_\_\_ per ton mile

- Transport Truck Rental after two (2) hours pumping time \$ \_\_\_\_\_ per hour.

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

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

\*\* Upon return of unused oil product that is a result of the County limiting the spread or storage of the product, the County shall pay up to \$250.00 for costs related to oil product return.

**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

---

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

**References**

Please list a minimum of three (3) references for projects of similar size and scope to this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** \_\_\_\_\_  
    **Contact:** \_\_\_\_\_  
    **Phone:** \_\_\_\_\_  
    **Address:** \_\_\_\_\_

2. **Company:** \_\_\_\_\_  
    **Contact:** \_\_\_\_\_  
    **Phone:** \_\_\_\_\_  
    **Address:** \_\_\_\_\_

3. **Company:** \_\_\_\_\_  
    **Contact:** \_\_\_\_\_  
    **Phone:** \_\_\_\_\_  
    **Address:** \_\_\_\_\_

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

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

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

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

**AFFIDAVIT BY SUPPLIER  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: GILA            )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(Title)

Of \_\_\_\_\_ and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **BID No. 123113 SBS POLYMER CHIP SEAL OIL** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

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

\_\_\_\_\_  
**By**

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**Notary Public**

**My Commission expires:** \_\_\_\_\_

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

---

---

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of **Invitation for BID No. 123113 SBS Polymer Chip Seal Oil**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

---

**Name of Business**

---

**Signature of Authorized Representative**

---

**Title**

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**  
**INVITATION FOR BID**  
**BID NO.: 123113 SBS POLYMER CHIP SEAL OIL**

---

**SUPPLIERS CHECKLIST**

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

**CHECKLIST**

**REQUIRED DOCUMENT**

**COMPLETED/EXECUTED**

QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

#1                      #2                      #3                      #4                      #5

Initials/ \_\_\_\_\_  
Date                      \_\_\_\_\_

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

Each Bid shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Sealed Bid to Supply: **SBS Polymer Chip Seal Oil**, Gila County Arizona, **Bid No. 123113**. All Bids shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before **10:00 AM, Monday, March 03, 2014**.



INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

---

---

**OFFER PAGE**

**To Gila County**

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

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

**Contract Number: 123113 SBS Polymer Chip Seal Oil**

**Supplier Submitting Bid:**

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

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

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

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

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

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

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

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

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

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

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

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

INVITATION FOR BID  
BID NO.: 123113 SBS POLYMER CHIP SEAL OIL

---

---

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

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

The Firm \_\_\_\_\_ is now bound to provide the materials or services listed in IFB No.: 123113, including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 123113**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ARF-2269**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Malissa Buzan, Community Services Division Director

**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

---

Information

Request/Subject

E-12 Request for Release of Funds and Certification Contract No. CDBG RA 2014 with Arizona Department of Housing.

Background Information

On July 16, 2013, the Board of Supervisors approved the submission of an application by the Gila County Division of Community Services, Housing Program, for Community Development Block Grant funding in the amount of \$112,007. Federal funds are funneled through the Arizona Department of Housing (ADOH) and Central Arizona Government (CAG).

On October 1, 2013, the Board of Supervisors approved an Environmental Review Record Contract No. CDBG RA 2014 which is part of the requirement to receive said funding if a contract is awarded.

On January 7, 2014, the Board of Supervisors approved E-P.6 Notice of Intent to Request Release of Funds for Residential Rehabilitation Projects Using RER/Appendix A Tiered Review Protocol, which is part of the requirements to receive said funding if a contract is awarded.

Evaluation

As part of the requirements to receive funding, Gila County Community Services, Housing Program, must submit an E-12 Request for Release of Funds and Certification. If a contract is awarded and funding received, this form is to be used when requesting the release of funds.

Conclusion

By approving this E-12 Request for Release of Funds and Certification, Gila County Community Services Division, Housing Program, will be in compliance with said application.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this E-12 Request for Release of Funds and Certification.

Suggested Motion

Approval of an E-12 Request for Release of Funds and Certification 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, which if awarded, this form will be used to request release of funds for the period of November 1, 2013, through October 30, 2015.

---

Attachments

E-12 Request for Release of Funds and Certification Contract No. CDBG RA 2014 ADOH

E-P 6. - Notice of Intent ADOH

Environmental Review Record Contract No. CDBG RA 2014 ADOH

Community Development Block Grant Application FY2013 ADOH





**E-12 Request for Release of Funds and Certification**  
(HUD Form 7015.15/ OMB No. 2506-0087 exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)**

1. Program Title(s) Number (Optional) CDBG RA 2013	2. HUD/State Identification Number 86-6004791	3. Recipient Identification Gila County Community Services Div.
4. OMB Catalog Number(s) (CFDA #) 25006-0087	5. Name and Address of Responsible Entity Michael A. Pastor Gila County Board of Supervisors 1400 E. Ash Street Globe, AZ 85501	
6. For information about this request, contact (name and phone number) Malissa Buzan Phone: 928-425-7631		
7. HUD or State Agency and office unit to receive request Arizona Department of Housing	8. Name and address of Recipient (if different than Responsible Entity) Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, AZ 85501	

The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

9. Program Activity(ies)/Project Name(s) Varies	10. Location (Street address, city, county state) Varies
--	---

11. Program Activity/Project Description

We will provide Owner Occupied Housing Rehabilitation to two projects in Gila County utilizing CDBG Regional Account FY 2014 funds.

**Part 2. Environmental Certification (to be completed by Responsible Entity)**

**Part 2. Environmental Certification (to be completed by Responsible Entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal  did  did not require the preparation and dissemination of an environmental impact statement.
5. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Chairman, Gila County Board of Supervisors
X	Date Signed February 18, 2014
Address of Certifying Officer 1400 E. Ash Street, Globe, Arizona 85501	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date Signed

**WARNING:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; U.S.C. 3729, 3802)

PREVIOUS EDITIONS ARE OBSOLETE

## **E-P.6 - NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR RESIDENTIAL REHABILITATION PROJECTS USING RER/APPENDIX A TIERED REVIEW PROTOCOL**

January 15, 2014

Name of Responsible Entity [RE]: Gila County Board of Supervisors

Address: 5515 S. Apache Ave., Suite 200

City, State, Zip Code: Globe, Arizona 85501

Telephone Number of RE: 928-425-7631

### **REQUEST FOR RELEASE OF FUNDS**

On or about January 16, 2014 Gila County will authorize Gila County Housing Services to submit a request to the Arizona Department of Housing for the release of CDBG funds under Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to undertake a project known as Owner Occupied Housing Rehabilitation, for the purpose of: **conducting an owner-occupied housing rehabilitation program for two or more projects with approximately \$112,007 in CDBG Program funds.**

During the period January 1, 2013 through June 30, 2015 approximately \$112,007.00 will be used by Gila County Housing Services to rehabilitate approximately two or more homes/units. The area of consideration for this program is: throughout Gila County

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA). An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Gila County Community Services Division - 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501 and may be examined or copied weekdays from 8:00 A.M to 5:00 P.M. Gila County will use the Appendix A format to supplement this ERR with additional site-specific reviews further addressing Historic Preservation, Explosive and Flammable Operations, Airport Clear Zones, Flood Insurance, Toxic Substances and Hazardous Materials prior to approving any loan or grant under these programs.

### **PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to the Gila County Community Services Division, Malissa Buzan, Director, at 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501. All comments received by January 23, 2014 will be considered by the Gila County Board of Supervisors prior to authorizing submission of a request for release of funds.

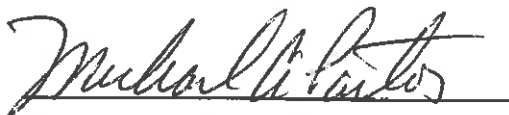
### **ENVIRONMENTAL CERTIFICATION**

The Gila County Board of Supervisors certifies to Arizona Department of Housing that Michael A. Pastor in his capacity as Chairman of the Gila County Board of Supervisors consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the

environmental review process and that these responsibilities have been satisfied. Arizona Department of Housing's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Gila County Housing Services to use Program funds.

### **OBJECTIONS TO RELEASE OF FUNDS**

Arizona Department of Housing will consider objections to its release of funds and the Gila County Board of Supervisors certification received by February 7, 2014 or for a period of fifteen days following its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Gila County Board of Supervisors ;( b) the Gila County Board of Supervisors has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by Arizona Department of Housing; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to Arizona Department of Housing at 1110 W. Washington Street, Suite 310, Phoenix, Arizona 85007. Potential objectors should contact the Arizona Department of Housing to verify the actual last day of the objection period.



*Signature of RE Certifying Officer*

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



**Affidavit of Publication**

**State of Arizona  
County of Gila**

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.


The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described ✓ legal, or     advertising was duly published.

**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS FOR RESIDENTIAL REHABILITATION PROJECTS USING RER/APPENDIX A TIERED REVIEW PROTOCOL**  
October 15, 2013  
Gila County Board of Supervisors  
3515 S. Apache Ave., Suite 200  
Globe, Arizona 85501  
928-425-7631

**REQUEST FOR RELEASE OF FUNDS**  
On or about October 23, 2013 the Gila County will authorize Gila County Housing Services to submit a request to the Arizona Department of Housing for the release of CDBG funds under Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to undertake a project known as Owner Occupied Housing Rehabilitation, for the purpose of conducting an owner-occupied housing rehabilitation program for two projects with approximately \$112,007 in CDBG Program funds.


A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive weeks in the ✓ Arizona Silver Belt newspaper, and/or the ✓ San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

**October 23, 2013**

  
\_\_\_\_\_  
Marc Marin  
Publisher

State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me October 23, 2013, by Marc Marin.

  
\_\_\_\_\_  
Bethel Jean Baker  
Notary Public



My Commission Expires:  
December 31, 2015





**E-CK.4 CHECKLIST FOR HOUSING REHABILITATION PROJECTS (NON FLOODPLAIN)**

ADOH Contract No.: CDBG RA 2014 Activity No.: 1 and 2

**ENVIRONMENTAL REVIEW RECORD**  
**Checklist for HOUSING REHABILITATION PROJECTS**  
**(not located in a floodplain/wetlands)**

In addition to the forms/documents listed, any additional ERR-related documents and correspondence should be included in this file. If an item is not applicable, indicate with N/A

<b>Date Completed</b>	<b>Item</b>	<b>Date Completed</b>	<b>Item</b>
<u>10-01-13</u>	E-CO: Certifying Officer Designation	_____	ADOH approval received
<u>n/a</u>	E-CO.1: Compliance Officer Designation (For Non-Profits Only)	_____	Documentation that E-P.2 mailed to federal, state or local agencies and organizations and individuals known to be interested in the project.
<u>10/01/13</u>	Map of Project Location	_____	Publish E-P.2 in local Newspaper
<u>10/01/13</u>	Floodplain Map with project location clearly marked Note: If project is determined to be in a floodplain/wetland, use the Checklist for Housing Rehabilitation Floodplain/Wetlands, Form E-CK.5	_____	Affidavit of Publication received
<u>10/01/13</u>	Form E-1: Project Narrative	_____	Form E-12 (Request for Release of Funds and Certification) <i>with original signature</i> , copies of E-P.2 publication and affidavit mailed to ADOH.
<u>10/01/13</u>	Form E-3: Determination Form	_____	Form E-13: Authority to Use Grant Funds (issued by ADOH or HUD)
<u>10/01/13</u>	Form E-HR.1: Rehabilitation Environmental Review (if project is determined to be in floodplain/wetlands, use Checklist for Housing Rehabilitation - Floodplain/Wetlands, Form E-CK.5)	_____	E-HR.2 Appendix A for each individual assisted unit (must be completed prior to construction)
<u>10/01/13</u>	Form E-DD: Date Determination		
_____	Form E-P.2 (Draft of NOI/RROF) and copy of ERR (all items listed above including back up documentation) sent to ADOH for approval		



## E-CO CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

*The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.*

### Designation:

**Michael A. Pastor**, Chairman, Gila County Board of Supervisors, of Gila County is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of ADOH CDBG funds, Contract Number: CDBG RA

Date: 10/1/2013

Designated by:

A handwritten signature in black ink, appearing to read 'Malissa Buzan', written over a horizontal line.

Malissa Buzan, Director, Community

Services Division

### Acknowledgement:

I, **Michael A. Pastor**, Chairman, Gila County Board of Supervisors, accept the responsibilities of the Certifying Officer for **Gila County**, as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature:

A handwritten signature in black ink, appearing to read 'Michael A. Pastor', written over a horizontal line.

Date: 10/01/2013

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



E-1 PROJECT NARRATIVE

Recipient: Gila County  
ADOH Contract No.: 2014 CDBG RA

ADOH ENVIRONMENTAL REVIEW RECORD  
PROJECT NARRATIVE

- 1. Project Title: **Owner Occupied Housing Rehabilitation**
- 2. Project Description: (attach additional pages as necessary) We will provide Owner Occupied Housing Rehabilitation to two homes in Gila County. This activity will be conducted within Gila County boundaries.

Complete item a and b if the information is not included in the attachment.

a. Geographic Location (street names, compass direction, relation to town limit):

Project #1: [REDACTED]  
Project #2: [REDACTED]

b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):

Project #1: 3 bedroom home, approx. 1200 sq ft.  
Project #2: 3 bedroom home, approx. 1000 sq. ft.

c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):

Both Project #1 and Project #2 are in fully developed residential areas.

d. Purpose (i.e., to improve traffic and driving conditions by widening roads):

Improve community/neighborhood by upgrading the individual housing units.

e. Cost:

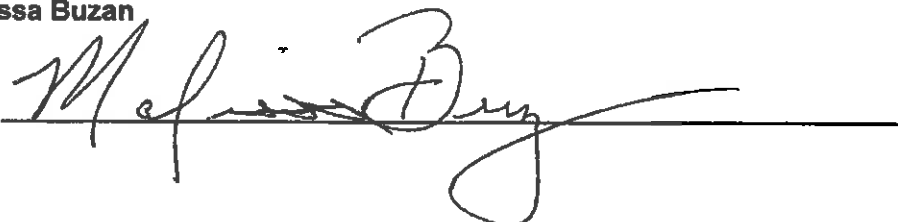
Federal Funds	Source: <u>CDBG RA</u>	\$	112,007.00
Leverage/Other	Source: <u>HOME 309-13</u>	\$	\$440,000.00
Leverage/Other	Source: <u>All Other</u>	\$	\$150,000.00

TOTAL \$ 702,007.00

4. Map attached with project site clearly marked: Yes

5. Prepared By:

Name: Malissa Buzan

Signature: 

**A**

APN: 206-12-071

GILA COUNTY, AZ

**STANDARD FLOOD HAZARD DETERMINATION**

Vicinity Town of Miami

**A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) JURISDICTION**

1. NFIP Community Name Gila County	2. County Gila	3. State AZ	4. NFIP Community No. 040028
---------------------------------------	-------------------	----------------	---------------------------------

**B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING / MOBILE HOME**

1. FIRM Panel 04007C 2113D	2. FIRM Effective Date 12/4/2007	3. LOMA/LOMR	4. Flood Zone X
-------------------------------	-------------------------------------	--------------	--------------------

**C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)**

1.  Federal Flood Insurance is available (Community is in NFIP)     Regular Program

**D. DETERMINATION**

1. In SFHA? **N**

1a. In Floodway? <Not Available>

1b. BFE (for insurance) <Not Available> feet (NAVD 1988 datum)

1c. RFE (lowest floor elevation) <Not Available> feet (NAVD 1988 datum)

2. Regulated Grading/Drainage? **N**

2a. RFE for Grading/Drainage <Not Available> feet (above flowline of adjacent watercourse)

2b. Erosion Setback    If Straight Channel: <Not Available> feet from nearest top of bank

                                  If On Outside of Bend: <Not Available> feet from nearest top of bank

**E. COMMENTS:**

**COMMENTS:**

<Not Available> means that the particular information has not been entered into the database from which this report was printed. Such information may be available elsewhere. This information is provided as preliminary information for purposes of planning building projects, and is not intended for other purposes. This is the best available information at the time of the determination. Data is subject to change over time. No guarantee is expressed or implied regarding the accuracy of this data or its suitability for a particular purpose. Official floodplain information is obtained only from the Federal Emergency Management Agency publications.

**F. PREPARER'S INFORMATION**

Gila County Floodplain Management  
1400 East Ash St, Globe, AZ 85501  
928-425-3231, Ext. 7110

Determination Date 10/25/2010 (not valid if before 4/15/2008)

Prepared by: SFHD Database

Town of Payson .

Flood Hazard Determination Form\*

PHONE: (520) 474-5242  
FAX: (520) 472-7490

Date: 8/29/13 Property Owner: [REDACTED]

Property Street Address: [REDACTED]

Legal Description (Subdivision and Lot Number): [REDACTED]

Requested By: CHRISTINE LOPEZ Phone: (928) 402-8694 Fax: (928) 425-9468

Mailing Address: 515 S. APACHE AVE, STE 200, GLOBE, AZ 85501

Report Information Below Filled out by Town Staff

The following determination is based upon the above information:

FIRM Community #: 040107 Panel Number #: 0427 FIRM Date: December 4, 2007

Based upon the above information, a determination of the property's location cannot be made on the FIRM.

A determination of the property's zone cannot be made because the property is located outside the FEMA study area.

The property is located on Flood Insurance Rate Map (FIRM) Zone; circle one: D or X. These zones are outside any delineated 100-year floodplain. Flood insurance is available, but not required by the Federal Insurance Administration, for buildings concerned with a federally insured loan. Flood insurance is optional at the discretion of the owner or lending institution.

The property is located wholly or partially within Special Flood Hazard Area (SFHA) Zone; circle one: A; AO; AE; AEI; A99. These are areas of 100-year flooding. Federal law requires flood insurance as a condition of a federally insured mortgage or loan secured by buildings within a Special Flood Hazard Area (SFHA) zone.

NOTE: This determination is based on the Flood Insurance Rate Map (FIRM) of the Federal Emergency Management Agency. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in a special Flood Hazard Area may be damaged by a flood greater than that predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of the town, or any officer or employee thereof, for any damages that result from reliance on this determination.

Signature: [Signature] CFM Date: 8/29/13  
Records Representative / Floodplain Administrator's Staff

\*If lender or owner disputes this determination, they may request the Federal Emergency Management Agency to review this determination in compliance with Section 524 of the National Flood Insurance Reform Act of 1994. This can be accomplished by sending this documentation along with an \$ 80 payment in U. S. Funds, check or money order made payable to "National Flood Insurance Program" to: Lender Determination Review Coordinator, c/o Michael Baker Corporation, 3601 Eisenhower Avenue, Suite 600, Alexandria, VA 22304-6439.

**E-3 LEVEL OF ENVIRONMENTAL REVIEW**RECIPIENT GILA COUNTY  
ADOH Contract No: CDBG RA 2014**ADOH ENVIRONMENTAL REVIEW RECORD*****LEVEL OF ENVIRONMENTAL REVIEW***

Determine the type of environmental review necessary by checking the box that best describes the activity.

**A. EXEMPT ACTIVITIES**

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.

- Environmental or other studies, resource identification, development of plans and strategies
- Information and financial services
- Administration and management Activities
- Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs
- Inspections and testing of properties for hazards or defects
- Purchase of insurance
- Purchase of tools
- Engineering or Design costs
- Technical assistance and training
- Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration
- Payment of principal and interest on loans made or obligations guaranteed by HUD

2. The following activities are **Categorically Excluded** (not subject to §58.5) and therefore considered **EXEMPT**. Check the appropriate box and complete the required documentation for Exempt activities.

- Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.
- Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.
- Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

**2. EXEMPT Activities (cont'd)**

- Economic development activities including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.
- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closings costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title. **(Dwelling units located in a Floodplain cannot be downgraded to exempt)**
- Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

**B. CATEGORICALLY EXCLUDED activities. Check the appropriate box and complete the required documentation for CE activities.**

- An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.
- Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*other than buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.  
Examples: Replacement of water or sewer lines, sidewalk/curb reconstruction, street repaving.
- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- Rehabilitation of a single family dwelling up to 4 units (*the "unit" reference pertains to the number of units to be included with each contract with a General Contractor*) if the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or wetland.
- Rehabilitation of multi-family if unit density is not changed more than 20%, the project does not involve changes in land use from residential to non-residential, the footprint of the building is not increased in a floodplain and the estimated cost of the rehab does not exceed 75% replacement value.
- Non residential rehabilitation (commercial, industrial, public buildings) only IF: the facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on up to 4 dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
- Acquisition (including leasing) or disposition of, or equity loans on an existing structure; , or disposition of an existing structure; or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use.

**C. Those activities not described in Section A or B requires an ENVIRONMENTAL ASSESSMENT. Check the box below and complete the required documentation for EA activities.**





**D. Level of Environmental Review:**

- This project is Exempt
- This project is Categorically Excluded not subject to Sec. 58.5 – DOWNGRADED TO EXEMPT.
- This project is Categorically Excluded
- This project requires an Environmental Assessment

Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Responsible Entity *(insert name and title)* Michael A. Pastor, Chairman, Board of Supervisors

*Michael A. Pastor*  
\_\_\_\_\_  
Signature

*10-1-2013*  
\_\_\_\_\_  
Date

## E-4 - STATUTORY WORKSHEET

[HUD Region IX Recommended Format – Revised 2011- previous versions are obsolete]  
Use this worksheet only for projects that are Categorically Excluded per 24 CFR Section 58.35(a).  
(NOTE: Compliance with the laws and statutes listed at 24 CFR § 58.6 must also be documented)

### 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

**PROJECT NAME and DESCRIPTION** – Include all contemplated actions that logically are either geographically or functionally part of the project: Owner Occupied Housing Rehabilitation

This proposal is determined to be categorically excluded according to: 24 CFR § 58.35

**DIRECTIONS** – Write "A" in the Status Column when the proposal, by its scope and nature, requires no mitigation or formal consultation in order to be in compliance with the related laws and regulations; OR write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation. Regardless of whether "A" or "B" is noted, the compliance determination must be recorded and credible, traceable and supportive source documentation must be supplied. (Refer to the "Statutory Worksheet Instructions")

<u>Compliance Factors:</u> Statutes, Executive orders, and Regulations listed at 24 CFR §58.5	Status A / B		Compliance Determination & Documentation (letters, phone calls, on-site visit dates, etc.) <b>MUST BE CITED</b>
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Historic Preservation Office (SHPO) letters received and included in project files, as well as ERR File
2. Floodplain Management [24 CFR 55, Executive Order 11988]	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gila County Community Development, William Hanna Standard Flood Hazard Report A received on two projects, included in project files, as well as, ERR File
3. Wetland Protection [ Executive Order 11990]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Coastal Zone Management Act [Sections 307(c), (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. Sole Source Aquifers [40 CFR 149]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Endangered Species Act [50 CFR 402]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. Clean Air Act [ Sections 176(c), (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

9. Farm Land Protection Policy Act [ 7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. HUD Environmental Standards Noise Abatement and Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Explosive & Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

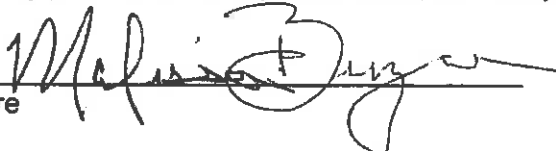
**DETERMINATION:**

This project converts to EXEMPT, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); Funds may be committed and drawn down for this (now) EXEMPT project; OR

This project cannot be converted to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation/mitigation protocol requirements. Publish NOI/RROF and obtain Authority to Use Grant Funds (ADOH E-13/HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; OR

The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare EA according to 24 CFR Part 58 Subpart E.

Prepared by (insert name and title) *Malissa Buzan, Gila County Community Services Division Director*

Signature  Date \_\_\_\_\_

Responsible Entity (insert name and title) *Michael A. Pastor, Chairman, Gila County Board of Supervisors*

x Signature  Date 10-1-2013



E-HR.1 REHABILITATION ENVIRONMENTAL REVIEW (HUD FORM RER 2011)

Recipient: Gila County
ADOH Contract No.: CDBG RA 2014

[This RER tiered review format [per 24CFR §58.15] may only be used for the environmental review of the rehabilitation of existing single family residential structures per §58.35(a)(3)(i) with or without the acquisition and/or the disposition of the existing structure per §58.35(a)(5). It may also be used for the acquisition/rehabilitation/disposition of individual units in a multi-family structure, but not for the rehabilitation/acquisition/disposition of an entire multi-family building per §58.35(a)(3)(ii), where environmental review using a Statutory Worksheet may be appropriate]. It may not be used for projects involving changes of use or new construction activities.

Program/project name and description: (Include maximum number of units and maximum grant/loan amounts)
Gila County Owner Occupied Housing Rehabilitation will assist approximately 2 units with a maximum of \$40,000 investment per project.

From (month/year): 11/01/13 To (month/year): 10/30/2015

Area of Consideration: (Define the geographic area from which applications for this rehabilitation program will be accepted. Attach a composite map showing target area of consideration and floodplains).

Project #1 is located at [redacted] 85541

INSTRUCTIONS for completing the RER (2011)

The Factors addressed in this RER review phase apply to the entire area of consideration. Prepare an RER form once for the maximum scope and magnitude of each program that meets the criteria of rehabilitation/acquisition/disposition at §58.35(a)(3) and (5), and retain it in the Environmental Review Record (ERR). A new RER must be completed whenever there is a new Consolidated Plan, Public Housing Plan or changes in the area of consideration or changes in the environmental conditions which could affect the program. After completion of the RER, publish or disseminate a Notice of Intent to Request Release of Funds (NOI/RROF) according to §58.70. The NOI/RROF shall identify the issues to be addressed in the site-specific review phase (Appendix A 2012). Do not commit HUD funds to any specific activity before obtaining the Authority to Use Grant Funds (HUD form 7015.16 [ADOH Form E-13]) for the program or before successfully completing the site-specific Appendix A 2012.

Site specific factors listed at Sections 58.5 and 58.6 (including historic preservation, explosive/flammable operations, toxic substances, airport clear zones and flood insurance) shall be addressed by completing an Appendix A when an individual loan or grant application is received. Before approving any site-specific loan or grant, complete the Appendix A before approving any specific loans or grants. An Appendix A shall be completed for each site to document compliance with these laws and authorities. Documents supporting compliance as well as the implementation of required mitigation measures shall be maintained in the ERR.

AREA-WIDE FACTORS

Floodplain Management

Is any part of the area of consideration located in a Special Flood Hazard Area (SFHA, i.e. area designated "A" or "V" Zone by FEMA or best available information if the area is unmapped)?

- YES; complete Part I, Floodplain Management, on page 2 of this form.
NO; provide Source Documentation (FIRM panel number(s) and dates: FIRM Panel #0043D through 2582D dated Dec. 4, 2007.

The entire program is in compliance with Executive Order 11988, Floodplain Management.

Coastal Zone Management

Is any part of the area of consideration within the Coastal Zone according to the California Coastal Commission, Hawaii Coastal Commission, San Francisco Bay Conservation & Development Commission or the Planning Department (for certified Local Coastal Plans)?

- YES; complete Part II, Coastal Zone Management, on page 2 of this form.
NO; provide Source Documentation: \_\_\_\_\_



**NOTES:** Normally, these laws/authorities listed at 24 CFR 58.5 are not invoked by housing rehabilitation projects:  
 Executed Order 11990 Protection of Wetlands; Endangered Species Act, 16 USC 1531 et seq. as amended, particularly 16 USC 1536, 50 CFR 402;  
Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et. seq., as amended [particularly Sections 7(b) and (c)]; Clean Air Act, 42 U.S.C. 7401 et seq. as  
 amended, particularly section 176(c) and (d), Farmland Protection Act, 7 CFR 658.3(c); Noise Abatement, 24 CFR 51.101(a)(2); Sole Source Aquifers,  
 Memorandum of Agreement between HUD Region IX and U.S. Environmental Protection Agency Region IX, dated 4/30/90, and Executive Order 12898  
Environmental Justice. However, if exceptional circumstances require compliance steps with any of these authorities, such compliance must  
 be documented prior to approving the site-specific loan or grant.

## Part I FLOODPLAIN MANAGEMENT

1. Will this program will involve the following activities within Special Flood Hazard Areas (100 yr. floodplain): a) rehabilitation of single family units costing more than 50% of the market value of the structure before rehabilitation, or b) rehabilitation of unit in multifamily residential structures.

Yes, proceed to question #2.

No, compliance with Executive Order 11988 is established by program definition.

2. Comply with Executive Order 11988 by completing the 8-step-decision-making process per 24 CFR §55.20, for the entire area of consideration, before approving rehabilitation activities within a SFHA. KEEP (and attach) A COPY OF THIS 8-STEP PROCESS (including copies of all published notices) in the ERR. .

3. Did the 8-step process result in a determination that there is no practicable alternative to carrying out the residential rehabilitation/acquisition/disposition activities within the Special Flood Hazard Area (SFHA)?

Yes; proceed  No; proceed

4. Is the community participating in the National Flood Insurance Program?

Yes; proceed  No; proceed

5. Select only one of the following choices:

Either the answer to questions #3 or #4 (or to both) is "No", therefore, rehabilitation activities from this program cannot be approved within a SFHA.

Both the answer to questions #3 and #4 are "Yes", therefore, rehabilitation activities may proceed in SFHA's, subject to the implementation of mitigation measures identified in the 8-Step Process. \*

(\* NOTE: As an alternative to doing the 8-step process, the responsible entity may choose to revise the boundaries of the area of consideration (target area) to exclude all the Special Flood Hazard Areas (SFHA's). However, properties within the excluded portions would then be ineligible for HUD-assisted rehabilitation loans or grants under this review).

**WARNING:** The Flood Disaster Protection Act (listed at §58.6) additionally mandates the purchase of flood insurance for buildings located in SFHA's as a condition of approval for federal financial assistance. Flood insurance protection is mandatory for acquisition, construction, reconstruction, repair and improvement activities, but not for routine maintenance activities. Recipients with projects located in SFHA's are responsible for ensuring that flood insurance is maintained for the statutorily prescribed period and dollar amount. In the case of grants, flood insurance must be maintained for the life of the building. In the case of loans, flood insurance must be maintained for the term of the loan. The necessary documentation for compliance is the Policy Declaration form. The amount of flood insurance coverage must be at least equal to the total project cost (less the estimated land cost) or to the maximum limit of coverage made available by the Act.

## Part II COASTAL ZONE MANAGEMENT

Complete this part if any part of the area of consideration lies within the designated Coastal Zone.

1. Have all rehabilitation activities under this entire rehabilitation program been found to be consistent with the applicable Coastal Zone Management Plan?  Yes, proceed to next question;  No; proceed to next question.

Source of this finding is:

- Certified local Planning Department  
 California Coastal Commission / Hawaii Coastal Commission  
 San Francisco Bay Conservation & Development Commission

Source Documentation (attach permit or determination of consistency): \_\_\_\_\_

a) If question #1 was answered "Yes" and documented, STOP HERE. Compliance with the Coastal Zone Management Act is established.

b) If question #1 was answered "No", obtain the coastal zone permit or determination of consistency.

DO NOT APPROVE the loan or grant within the COASTAL ZONE before doing this.

Preparer Name and Title  
 Malissa Buzan, Director, GCCSD

*Malissa Buzan*  
 Signature Date

Responsible Entity, Certifying Officer Name  
 Michael A. Pastor, Chairman, Gila County Board of Supervisors

*Michael A. Pastor*  
 Signature Date

10-1-2013

### E-DD: DETERMINING DATES FOR CE or RER

Complete all shaded areas.

NOTE: The ROF date calculated here is for use in the NOI/RROF publication. The actual ROF date may differ depending on the date notices are actually received. The actual ROF date will be the date indicated on HUD form 7015.16, Authority to Use Grant Funds.

	Days of Comment Periods	Date	Comments	Reference in NOI/RROF
<b>First Comment Period</b> Comments are to be directed to the local unit of government that is the grantee, or, if a nonprofit grantee, to ADOH	Date of Publication:	10/9/2013	Enter Date of publication. Save the entire newspaper page to send with the Request for Release of Funds (RROF). Keep extra copy for Environmental Review Record (ERR) file.	Top left hand corner of p.1
	Day 1	10/10/2013	Day 1 of 1 <sup>st</sup> comment period is the <u>day after</u> publication.	Not Applicable
	2		List successive dates after Day 1 in the shaded "Date" column.	
	3			
	4			
	5			
	6			
	7	10/17/2013 (Stop!)	Is day 7 a business day? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, enter this date on the next line as the last day of 1 <sup>st</sup> comment period. If no, enter the next business day after day 7 on the next line as the last day of 1 <sup>st</sup> comment period.	
Last day of 1 <sup>st</sup> comment period	10-17-13	Do not send the RROF prior to close of business on this day. The public is entitled to 7 full days to make comments	In ¶ entitled "Public Comments"	
	On or About Date:	10/18/2013	Date expected to receive the RROF. RROF may be faxed or mailed. If using U.S. mail, allow extra days for delivery and receipt.	1 <sup>st</sup> sentence of Notice
<b>Second Comment Period</b> Comments are directed to ADOH or HUD (in the case of nonprofits)	Day 1		Day 1 of the 2 <sup>nd</sup> comment period is the <u>day after</u> the "on or about date," i.e., the day after RROF is received.	Not Applicable
	2		List successive dates after Day 1 in the shaded "Date" column.	
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15	(Stop!)	Is day 15 a business day? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter this date on the next line as the last day of 2 <sup>nd</sup> comment period. If no, enter the next business day after day 15 on the next line as the last day of 2 <sup>nd</sup> comment period.	
Last day of 2 <sup>nd</sup> Comment Period:		The last day of the 2 <sup>nd</sup> comment period must be a business day.	The last sentence in Notice	
Release of Funds (ROF) Date:	10-18-13	The <u>day after</u> last day of 2 <sup>nd</sup> comment period. This date does not have to be a business day, but it cannot be a federal holiday. If a federal holiday, use the day after the holiday as the ROF date. This ROF date is calculated here for use in the publication. DO NOT INCUR PROJECT COSTS until HUD 7015.16 is received.		



Arizona  
Department  
of Housing

**FORM 1**  
**FY 13/14 COMMUNITY DEVELOPMENT BLOCK GRANT**  
**APPLICATION COVER SHEET**

<input checked="" type="checkbox"/>	<b>A. Regional Account (RA) COG/ CAAG</b>	<input type="checkbox"/>	<b>B. State Special Project (SSP)</b>
<input type="checkbox"/>	<b>C. Colonias</b>	<input type="checkbox"/>	<b>D. NRS: Date approved: / / Approval on page:</b>

<b>1. Applicant and DUNS Number:</b> Gila County 02407139	<b>2. Legislative/ Congressional District:</b> 1/5
--	---

**3. Address (with 9-digit zip code):** 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501-4430

**Name of County Applicant Located in:** Gila

<b>4. Contact Person/Title (Grantee)</b> Melissa Buzan/Director	<b>5. Contact Person/Title (COG/Other):</b> Melissa Buzan/Director
--	---

<b>Phone/Fax/Email:</b> 928-425-7631/928-425-9468/mbuzan@co.gila.az.us	<b>Phone/Fax/Email:</b> 928-425-7631/928-425-9468/mbuzan@co.gila.az.us
--	--

**6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.**


a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	20,161.00		CDBG	20,161.00
2. OOH	91,846.00		CDBG	91,846.00
<b>Total CDBG Funds Requested for this Project (Activities #1 and #2):</b>				<b>\$ 112,007.00</b>

**8. List all other activities applied for this fiscal year. Indicate by  which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.**

Activity Name	Amount (CDBG \$ only)	CDBG USE ONLY - Contract No.
<input type="checkbox"/> a.		
<input type="checkbox"/> b.		
<input type="checkbox"/> c.		
<input type="checkbox"/> 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.

<b>Signature of the Chief Elected Official</b> _____ →	<b>Date:</b> 7-16-13	
<b>Name (typed):</b> Michael A. Pastor	<b>Title:</b> Chairman, Gila County Board of Supervisors	



**FORM 2**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**GENERAL ADMINISTRATIVE SUMMARY**

1. Applicant: Gila County

ITEM		a. CDBG \$	b. Non-CDBG \$*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement		500.00		500.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title: Director	5%	4,021.00		4,021.00
3.2 Position #2 Title: Admin. Assistant	5%	3,187.00		3,187.00
3.3 Position #3 Title: Accountant	6%	3,405.00		3,405.00
3.4 Position #4 Title: Fiscal Manager	6%	4,815.00		4,815.00
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		200.00		200.00
6. Office Supplies and Equipment		430.00		430.00
7. Advertising/Publications		101.00		101.00
8. Indirect Costs (% documented by cost allocation plan)		3,202.00		3,202.00
9. Other Operating Expenses (specify)				
9.1 Item 1:				
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		300.00		300.00
<b>10. TOTALS</b>		<b>20,161.00</b>		<b>20,161.00</b>

\* Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.

11. a. Indicate who will be in charge of the financial record keeping (give name and title):  
 Bree'na York, Fiscal Manager

b. Provide the street address for the location of the financial records:  
 5515 S. Apache Ave., Suite 200, Globe, Arizona 85501- 4430





**FORM 3**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ACTIVITY BUDGET**

<b>1. Applicant:</b> Gila County	<b>2. Activity Name:</b> OOHR		
	<b>a.</b> CDBG \$	<b>b.</b> Non-CDBG \$	<b>c.</b> TOTAL \$
<b>3. Environmental Review Record</b> Check box if included in Administration <input checked="" type="checkbox"/>	\$200.00		\$200.00
<b>4. Design/Engineering/Inspection (or other Professional Services related to project)</b>  Previously Procured <input type="checkbox"/> Procure <input type="checkbox"/> In-House <input type="checkbox"/>			
<b>5. Construction Contract Work (include materials and DB wage rates)</b>	\$75,379.00		75,379.00
<b>6. Fixed Asset Equipment</b>			
<b>7. Land Acquisition (includes easements) (must comply with the Uniform Relocation Act)</b>			
<b>8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale)</b> Procure <input type="checkbox"/> In-House <input checked="" type="checkbox"/>	\$16,267.00		\$16,267.00
<b>9. Other (specify or attached as page ):</b>			
<b>10. For City/Town, County or Other Construction</b>			
<b>10.1 Purchase of materials</b>			
<b>10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)</b>			
<b>10.2.b Offenders</b>			
<b>10.2.c Volunteers</b>			
<b>10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)</b>			
<b>10.4 Other (attached as page )</b>			
<b>11. TOTALS</b>	<b>\$91,846.00</b>		<b>\$91,846.00</b>



Arizona  
Department  
of Housing

FORM 8

COMMUNITY DEVELOPMENT BLOCK GRANT  
ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. Applicant: Gila County

2. Activity Name: Owner-Occupied Housing Rehab

3. Map(s) attached as page(s)

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

- a.  Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)
- b.  Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)
- c.  Residential rental rehabilitation, more than two units (51% low and moderate income persons)
- d.  New housing construction (only eligible if executed by a sub-recipient)  
Proforma attached as page
- e.  Acquisition or conversion of property for housing  
Proforma attached as page
- f.  Housing services
- g.  Lead-based paint hazard evaluation and reduction
- h.  Infrastructure related to a proposed housing project  
Proforma attached as page
- i.  Home Ownership Assistance (Home Ownership Assistance Guidelines required)
- j.  NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)
- k.  Commercial Rehabilitation
- l.  Other (describe):

5. WHAT ARE YOU GOING TO DO?

Describe the activity and what is intended to be accomplished. See instructions.

We propose to provide Owner-Occupied Housing Rehabilitation assistance to two homes. This activity will be conducted within Gila County boundaries except reservation land. OOHR will complete 2 projects @ 40,500.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

6. For construction or acquisition or conversion of property, complete the following:

a. Is the site properly zoned? Yes  No  If no, when will the zoning issue be resolved?

b. Are all utilities presently available to the site?  Yes  No If no, which utilities must be brought to the site?

Who has the responsibility for bringing utilities to the site?

c. Provide copy of deed of ownership as page

7. WHY ARE YOU GOING TO DO IT?

Describe the problems and conditions or other factors that indicate a need for the activity.

8. Indicate:

a. Total Number of People to be Served: 3

d. Total Number of Units: 2

b. Total Low Moderate People: 3

e. Total Low Moderate Units: 2

c. LM Percentage: 100%

f. Source of Information as page:

9. Will there be program income generated from the activity?  Yes  No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

Income will be verified during the Pre-Application Process, Estelle Belarde, Housing Assistant will review documentation of all household income during this time. Project #1 income was verified on 5/3/13, and Project #2 Income was verified on 6/19/13.

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.

Arizona State Weatherization Standards as well as Federal Housing Quality Standards will be used for all OOHR projects in this contract.

12. For housing acquisition, conversion, or new construction projects and programs, indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).

n/a

13. a. For housing acquisition, construction, or conversion projects, attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page n/a.

b. Proforma attached as page

14. For all rental housing projects and programs:

a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

b. a definition of affordable;

c. a method whereby such were made public; and

d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page )

15. For homeownership assistance, include the following:

a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.

n/a

b. Name, address, and phone number of the entity that will provide housing support services:

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated?  Yes (Describe plans or see page )  No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

a. Copy of articles of incorporation attached as page

b. By-laws attached as page

c. Tax exempt status attached as page

d. Current board of directors attached as page

b. Most recent audit and financial report attached as page

c. Civil Rights Certification attached as page

d. Financial Management Certification attached as page

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page



Arizona  
Department  
of Housing

**FORM 12**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**NATIONAL OBJECTIVE COMPLIANCE**  
**DEMOGRAPHIC/RACIAL DATA**

<b>1. Applicant Name</b>	Gila County	<b>2. Project Name</b>	Owner Occupied Housing Rehabilitation
--------------------------	-------------	------------------------	---------------------------------------

This form should be used to capture demographic/racial data for CDBG-funded projects.

**3. Demographic/Ethnicity Data**

- a) Source of Racial/Demographic Data: Waiting List
- b) See page(s):

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
<b>Single Race Categories</b>				
White	2	100%	0	0
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
<b>Multi-Race Categories:</b>				
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				
<b>TOTAL 6)</b>	<b>2</b>	<b>100%</b>	<b>0</b>	<b>0</b>

<b>Total Hispanic/Latino Ethnicity 7)</b>				
---	--	--	--	--

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.



FORM 14

NATIONAL OBJECTIVE COMPLIANCE  
LIMITED CLIENTELE LOW MOD INCOME BENEFIT

1. Applicant: Gila County

2. Activity Name: Owner Occupied Housing Rehab

LIMITED CLIENTELE LOW MOD INCOME BENEFIT

3. Type of clientele or activity (check as many as apply to your activity). Indicate the type of low and moderate income groups to be served and the number in each group. Ensure that at least 51% of the total estimated persons to be served are represented below.

a. Total Persons to be Served: 2

b. Total Low and Moderate Income Persons to be Served: 2 (Note the type below)

Check Categories Applicable to the Project	Type of Persons	Number
<input type="checkbox"/>	1) Abused Children	
<input type="checkbox"/>	2) Battered Spouses	
<input checked="" type="checkbox"/>	3) Elderly Persons (62 and older)	1
<input type="checkbox"/>	4) Homeless Persons	
<input type="checkbox"/>	5) Illiterate Persons	
<input type="checkbox"/>	6) Migrant Farm Workers	
<input type="checkbox"/>	7) Adults w/Severe Disabilities*	
<input type="checkbox"/>	8) Persons Living with AIDS	
<input checked="" type="checkbox"/>	9) Persons earning 80% or less of median income and not included in other groups listed above.	2

c. Percentage of Low/Moderate Income to be Served: 100% (b + a)

d. The source of the data in a. and b: Pre-Application Forms(or attached as page )

\* See instructions for definition of Adults with Disabilities



**FORM 16 - HR**  
**CDBG - MILESTONES FOR PROJECT PLANNING**  
**HOUSING REHABILITATION**

**1. Applicant** Gila County Housing Services

**2. Activity Owner** Occupied Housing Rehab

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones	Months											
	1 Jan '14	2 Feb '14	3 Mar '14	4 Apr '14	5 May 2014	6 June '14	7 Jul '14	8 Aug '14	9 Sept '14	10 Oct '14	11 Nov '14	12 Dec '14
General ERR	11-1-13			4-1-14								
Marketing	1-1-14	x	x									
Quarterly Progress Reports	x	x	x	4-15-14	x	x	7-15-14	x	x	10-15-14	x	x
Request for Payment (at least quarterly)				4-15-14	x	x	7-15-14	x	x	10-15-14	x	x
House(s) #1												
ERR (Appendix A)			3-15-14									
Initial Inspection & Work write-ups			3-15-14	x	5-1-14							
Procurement					3-10-14							
Construction & Final Inspection						7-10-14	x	x	10-10-14			
House(s) #2												
ERR (Appendix A)			3-15-14									
Initial Inspection & Work write-ups			3-15-14	x	5-1-14							
Procurement					3-10-14							
Construction & Final Inspection						7-10-14	x	x	10-10-14			



House(s) #													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
House(s) #													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													
<b>Milestones</b>	<b>Months</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
		Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15						
Marketing													
Quarterly Progress Reports		1-15-15											
Request for Payment (at least quarterly)		1-15-15											
House(s) #													
ERR (Appendix A)													
Initial Inspection & Work write-ups													
Procurement													
Construction & Final Inspection													

<b>House(s) #</b>														
<b>ERR (Appendix A)</b>														
<b>Initial Inspection &amp; Work write-ups</b>														
<b>Procurement</b>														
<b>Construction &amp; Final Inspection</b>														
<b>House(s) #</b>														
<b>ERR (Appendix A)</b>														
<b>Initial Inspection &amp; Work write-ups</b>														
<b>Procurement</b>														
<b>Construction &amp; Final Inspection</b>														
<b>House(s) #</b>														
<b>ERR (Appendix A)</b>														
<b>Initial Inspection &amp; Work write-ups</b>														
<b>Procurement</b>														
<b>Construction &amp; Final Inspection</b>														
<b>CLOSEOUT</b>														
<b>Milestones</b> ↓	<b>Months</b> →	25	26	27	28	29	30	31	32	33	34	35	36	
<b>Marketing</b>														
<b>Quarterly Progress Reports</b>														
<b>Request for Payment (at least quarterly)</b>														

<b>House(s) #</b>													
<b>ERR (Appendix A)</b>													
<b>Initial Inspection &amp; Work write-ups</b>													
<b>Procurement</b>													
<b>Construction &amp; Final Inspection</b>													
<b>House(s) #</b>													
<b>ERR (Appendix A)</b>													
<b>Initial Inspection &amp; Work write-ups</b>													
<b>Procurement</b>													
<b>Construction &amp; Final Inspection</b>													
<b>House(s) #</b>													
<b>ERR (Appendix A)</b>													
<b>Initial Inspection &amp; Work write-ups</b>													
<b>Procurement</b>													
<b>Construction &amp; Final Inspection</b>													
<b>CLOSEOUT</b>													
		2-28-15											

## CERTIFICATIONS

### APPLICANT CERTIFICATIONS FOR FY13/14

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
  - b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
  - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
  - c. Section 109 of the Housing and Community Development Act of 1974.
  - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
  - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
  - g. Federal Fair Housing Act of 1988, P.L. 100-430.
  - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
  - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.

18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless:
  - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or;
  - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

  
\_\_\_\_\_  
Signature of Mayor or ~~Chair~~ of County Board

7-16-13  
Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors  
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

**ARF-2355**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Marian Sheppard,  
Clerk, BOS

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

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Approval to revise Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees

Background Information

On February 5, 2013, the Board of Supervisors adopted Countywide Policy No. BOS -COB-002-Boards, Commissions and Committees (BCCs), which established uniform appointment and operational guidelines for existing or future Gila County boards, commissions and committees.

Evaluation

The BCC policy contains a Staff Liaison's Handbook, which outlines the responsibilities of the Clerk of the Board of Supervisors, Staff Liaison, and BCC Member. Two sample forms that are contained in the Staff Liaison's Handbook have been revised, as follows: Disclosure Statement, and BCC Membership List.

Conclusion

The forms were updated to provide clearer information.

Recommendation

The Clerk of the Board of Supervisors recommends that the Board of Supervisors approve revisions to Policy No. BOS-COB-002.

Suggested Motion

Approval to revise Gila County Policy BOS-COB-002 - Boards, Commissions and Committees (BCCs) with two updated forms: Disclosure Statement and BCC Membership.

---

Attachments

Policy No. BOS-COB-002-Updated Disclosure Statement Form

Policy No. BOS-COB-002-Updated Membership List Form

Policy No. BOS-COB-002 Revised 2-18-14



## DISCLOSURE STATEMENT

### STATEMENT OF LOCATIONS WHERE ALL NOTICES OF THE MEETINGS OF THE [NAME OF PUBLIC BODY] WILL BE POSTED

Pursuant to A.R.S. § 38-431.02, the [name of public body] hereby states that all notices of the [name of public body] and any of its committees or subcommittees will be posted [identify the location where notices will be posted and include the hours during which such locations are open to the public, for example, “in the glass case which is located on the west wall of the Courthouse main entrance, 1400 E. Ash Street, Globe, Arizona. 1400 E. Ash Street, Globe, Arizona. This location is accessible to the public Monday through Sunday, twenty-four (24) hours per day.” You should also post on your website if you have one.] Such notices will indicate the date, time, and place of the meeting and will include an agenda or information concerning the manner in which the public may obtain an agenda for the meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

[name of public body]

\_\_\_\_\_  
By [authorized signature]

[NAME OF BOARD, COMMISSION OR COMMITTEE]

(Proposed to the BOS on (DATE) and if approved, the list will be as follows)

Note: The line above should always be in blue lettering as well as any of the proposed changes.

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)

<sup>1</sup> Appointment Information:

- A. Date of creation:
- B. (Other pertinent information pertaining to the board, commission or committee and its membership requirements.)
- C.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

<b>Gila County Policy BOARDS, COMMISSIONS AND COMMITTEES</b>	<b>Policy Number: BOS-COB-002</b>	<b>Page</b>
	<b>Adopted by BOS: 2-5-2013 Revised: 2-18-14</b>	<b>1 of 1</b>

**I. PURPOSE:**

The purpose of this policy is to establish uniform appointment and operational guidelines for existing or future members of Gila County Boards, Commissions and Committees (BCCs).

**II. POLICY:**

The Clerk of the Board of Supervisors has responsibility to coordinate with all Staff Liaisons to ensure compliance with all of the requirements for BCCs assigned to each Staff Liaison.

All Staff Liaisons, as designated by the County Manager, are responsible to ensure that members of any BCC appointed by the Board of Supervisors adhere to all applicable state statutes and bylaws of a specific board, commission or committee and any other requirements as outlined in the Staff Liaison's Handbook.

**SIGNATURES:**

\_\_\_\_\_ **CHAIRMAN, BOARD OF SUPERVISORS**

\_\_\_\_\_ **DATE**

\* See attached Boards, Commissions and Committees Staff Liaison's Handbook

## I. **AUTHORITY AND RESPONSIBILITIES:**

### Clerk of the Board of Supervisors Department

The Clerk of the Board of Supervisors Department maintains the official file for all Gila County Boards, Commissions and Committees (BCCs). The official file contains information regarding the creation of the BCC, the scope, membership roster, statutory disclosure and meeting information as prescribed by the Arizona Revised Statutes and further defined in the Arizona Attorney General's Handbook, Chapter 7 – Open Meetings.

To ensure compliance with all of the requirements for BCCs, the Clerk of the Board of Supervisors shall:

- Finalize matters relating to BCCs on the meeting agenda for Board of Supervisors' action.
- Notify the Staff Liaison within 48 hours of the official action of the Board of Supervisors for any Member's appointment or reappointment to a BCC.
- Ensure that all signed Loyalty of Oath of Office for each Member is filed in the Clerk of the Board of Supervisors Department. *(A sample form is attached.)*
- In conjunction with the County Attorney's Office, provide orientation and training to Staff Liaisons and Gila County staff for compliance with the Arizona Open Meeting Law and on any statutory or departmental procedures relating to BCCs.
- Ensure that a Disclosure Statement for each BCC is filed in the Clerk of the Board of Supervisors Department. *(A sample form is attached.)*
- Maintain/update the Gila County Board of Supervisors' BCC Manual on a monthly basis for distribution. This manual provides summary information on each established BCC.
- Update and maintain information on the membership and terms of office for all Gila County BCCs on the Gila County website.
- Update and distribute a Membership List to those individuals who have been issued a Gila County Board of Supervisors' BCC Manual and to the appropriate Staff Liaison

within one week from the time the Board of Supervisors takes an official action on any BCC.

- Keep on file a copy of all BCC meeting notices, agendas and minutes in accordance with the retention/destruction schedule as prescribed by the Arizona Department of Library, Archives and Records.

#### Staff Liaison

Each individual BCC has an assigned Staff Liaison. The Staff Liaison shall:

- Attend training conducted by the Clerk of the Board of Supervisors Department to gain a thorough understanding of all statutory and procedural responsibilities of this position.
- Notify any new Member and new County staff of the date, time and location of orientations and trainings as scheduled by the Clerk of the Board of Supervisors Department.
- Ensure that the appointee file an executed/notarized Loyalty Oath of Office with the Clerk of the Board prior to participating in any official BCC business pursuant to A.R.S. §38-231 and A.R.S. §38-291. Members have no voting rights until they have executed their Loyalty Oath.
- Provide an information packet to each newly appointed Member which contains the following:
  - a notification letter of appointment (*A sample letter is attached.*)
  - a copy of the Arizona Attorney General's Open Meeting Law Handbook, Chapter 7 – Open Meetings and Chapter 8 – Conflict of Interest; and,
  - a Loyalty Oath of Office
- File a Disclosure Statement with the Clerk of the Board of Supervisors Department and update/amend as necessary. (*A sample form is attached.*)
- Ensure that all notices of BCC meetings are posted within the statutory 24 hour limit.
- Provide the Clerk of the Board of Supervisors Department with a copy of each BCC notice and meeting agenda at the time of posting and a copy of meeting minutes within 2 days after BCC official approval.

- Ensure that each Member meets attendance requirements. (If a Member does not meet attendance requirements, prepare and submit the Member's dismissal/removal from office on a future Board of Supervisors' meeting agenda.) *(A sample meeting attendance policy and roster is attached.)*
- Set matters relating to BCCs on the meeting agenda for Board of Supervisors' action through the AgendaQuick™ electronic meeting agenda system in a timely manner.
- Notify the Clerk of the Board for the following:
  1. Members' resignations or other vacancies.
  2. Changes in officers, structure or function of a BCC.
  3. Changes in meeting location or standard meeting dates and times.
  4. Changes in any applicable statutes and/or bylaws for any BCC.

#### Member

Upon acceptance of an appointment, a Member shall:

- Pursuant to A.R.S. §38-431.01(G), a person elected or appointed to a public body shall review the Open Meeting Law (OML) materials at least one day before the day that person takes office. *(A link to OML materials is provided on the Gila County Website.)*
- Immediately execute a Loyalty Oath of Office and file it with the Clerk of the Board of Supervisors Department. Elected Officials appointed to BCCs are not required to execute another Loyalty Oath. Members are not eligible to vote until they have executed and filed their Loyalty Oath.
- Attend scheduled meetings. Lack of attendance can result in a lack of a quorum, thereby, hindering the activities of the respective BCC. If the occasion arises when a Member cannot attend, the Member should notify the Staff Liaison.

Members may be dismissed/removed from office due to:

- Failure to meet attendance requirements. Members who miss 4 consecutive meetings or 40 percent of the meetings in a calendar year could be removed from the respective BCC.
- Failure to execute and file a Loyalty Oath.
- Having been appointed with the designation which states, "Serving at the discretion of the Board."

## II. **GENERAL INFORMATION:**

The Board of Supervisors formally approves the establishment, composition, scope and membership requirements for Gila County BCCs.

## III. **AGENDA PROCEDURES:**

All appointments/reappointments to BCCs must be placed on a Board of Supervisors' meeting agenda for official action.

- BCC agenda items are to be submitted into AgendaQuick™ by the Staff Liaison or his/her designee in accordance with the Board of Supervisors' AgendaQuick™ Meetings and Deadline Schedule. The following materials need to be electronically attached to the agenda item: Membership list with any proposed changes outlined in blue lettering, correspondence, resume, letter of interest, etc.
- A hard copy of the agenda review form and all of the attachments must be delivered to the Clerk of the Board of Supervisors Department in accordance with the Board of Supervisors' AgendaQuick™ Meetings and Deadline Schedule.
- The Board of Supervisors' AgendaQuick™ Meetings and Deadline Schedule is located on the Gila County Intranet.

## IV. **APPOINTMENT DESIGNATION DEFINITIONS:**

- Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

- Supervisor Appointment: Member unrestricted by district.
- Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are ratified by the Board of Supervisors.
- County at Large: Members are unrestricted by district and can be recommended for appointment by any supervisorial district or by the committee.
- Alternate Members: As defined by individual Committee criteria.

## V. TRANSMITTAL FORMS:

Standard information is required to establish a new BCC, change the purpose, scope, appoint/reappoint members or amend membership criteria. To assist in compiling this information, the following two forms have been developed:

- Gila County Boards, Commissions and/or Committees Membership Form *(A sample form is attached.)*

Provides information regarding names of Members, type of appointment, new appointment or reappointment, dates of term of office, and length of term of office.

- Gila County Board, Commissions and Committees Report – Compliance Checklist *(A sample form is attached.)*

Provides information for the establishment/amendment of a BCC stating the purpose, authorization, and meeting information.

## VI. ARIZONA OPEN MEETING LAW OVERVIEW

The Staff Liaison provides a copy of the Arizona Attorney General's Handbook, Chapter 7 – Open Meetings and Chapter 8 – Conflict of Interest, to each new appointee to a Gila County BCC. (The Open Meeting Law materials are also available on the Gila County website.) The following is an abbreviated overview:

- Disclosure Statement



The first step to compliance is the filing of a Disclosure Statement by the public body identifying where public notices of its meetings will be posted. This should be filed with the Clerk of the Board of Supervisors Department prior to holding the first meeting of a newly formed committee and updated/amended as needed.

- Posting Notices

Public notice must be given for all public meetings and executive sessions at least 24 hours in advance. To establish order and uniformity in the posting of County notices, the following procedures should be implemented:

1. All original meeting notices shall be filed with the Staff Liaison at least **48 hours prior** to a meeting to ensure compliance with statutory posting requirements. The meeting notice must include the following information: location/address, day/date, time and information on where to obtain a copy of the agenda.
2. The Staff Liaison will be responsible to ensure the meeting notice has been posted in the official County places and any other designated places as listed on the Disclosure Statement.

- Loyalty Oath of Office

In accordance with A.R.S. §38-231, all appointed members are required to execute a Loyalty Oath, with the exception of Elected Officials.

- Conflict of Interest

Conflict of Interest is defined in A.R.S. §38-503 and further explained in the Arizona Attorney General's Handbook, Chapter 8. Any BCC member who by definition has a conflict of interest must file a statement explaining the conflict with the Staff Liaison.

- Minutes/Public Records

A.R.S. §38-431.01 (B), defines the minute/public record requirements for BCCs. BCCs required to take minutes should provide a copy for inclusion in the Clerk of the Board of Supervisors Department's records.

**LOYALTY OATH OF OFFICE**

**(Name), (Title), (Office)**

I, the undersigned, hereby execute this document in compliance with A.R.S. §38-231; Officers and employees

required to take loyalty oath; form; classification; definition

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

State of Arizona, County of Gila

I, **(Name)**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of **(Name of Office)** according to the best of my ability, so help me God (or so I do affirm).

\_\_\_\_\_  
(Signature of Officer)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district, or public educational institution.

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the County of Gila,  
State of Arizona

(Place on official County Letterhead)

(Date)

Name

Address

City, State, Zip

Re: Appointment to (Name of BCC)

On (Board of Supervisors' meeting date), the Gila County Board of Supervisors approved your appointment to serve on the above-referenced (state Board, Commission or Committee).

To help you serve in this capacity, enclosed is an information packet containing a copy of the Attorney General's Office Summary of Arizona's Open Meeting Law, which includes Chapter 8 "Conflict of Interest", and a Loyalty of Oath of Office for your appointment.

A.R.S. §38-231 mandates that all Gila County Board, Commission and Committee members be administered a Loyalty Oath of Office prior to beginning their term. Your signature on the enclosed Loyalty Oath of Office must be witnessed by a Notary Public and returned to the Clerk of the Board of Supervisors Department for official filing. Please note that you will be unable to participate in any official Board, Commission and Committee business until you have executed your Loyalty Oath of Office. **Please return your notarized oath to the Clerk of the Board of Supervisors Department by (date).**

Thank you for your prompt attention to this matter.

Sincerely,

(Name and Title)

Enclosure

cc: M. Sheppard, Clerk of the Board

**DISCLOSURE STATEMENT**

**STATEMENT OF LOCATIONS WHERE ALL NOTICES OF THE MEETINGS OF THE  
[NAME OF PUBLIC BODY] WILL BE POSTED**

Pursuant to A.R.S. § 38-431.02, the [name of public body] hereby states that all notices of the [name of public body] and any of its committees or subcommittees will be posted [identify the location where notices will be posted and include the hours during which such locations are open to the public, for example, “in the glass case which is located on the west wall of the Courthouse main entrance, 1400 E. Ash Street, Globe, Arizona. 1400 E. Ash Street, Globe, Arizona. This location is accessible to the public Monday through Sunday, twenty-four (24) hours per day.”] Such notices will indicate the date, time, and place of the meeting and will include an agenda or information concerning the manner in which the public may obtain an agenda for the meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

[name of public body]

\_\_\_\_\_  
By [authorized signature]

**MEETING ATTENDANCE POLICY AND ROSTER**

“A member of a body who misses four (4) consecutive meetings for any reason or who fails to attend for any reason at least forty (40%) percent of the meetings called in a calendar year is automatically and immediately removed as a member of the body.”

Please keep a cumulative attendance record by entering “P” for present and “A” for absent in the column corresponding to the month of the meeting. Include each meeting called, even if no quorum was present. This form need not be prepared for meetings cancelled for reasons other than lack of a quorum (holiday recess, summer schedules, etc.)

Forward a copy of this record IMMEDIATELY to the Staff Liaison, whenever it indicates that a member is not in compliance.

NAME OF PUBLIC BODY: \_\_\_\_\_

Member's Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

[NAME OF BOARD, COMMISSION OR COMMITTEE]

(Proposed to the BOS on (DATE) and if approved, the list will be as follows)

Note: The line above should always be in blue lettering as well as any of the proposed changes.

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)

<sup>1</sup> Appointment Information:

- A. Date of creation:
- B. (Other pertinent information pertaining to the board, commission or committee and its membership requirements.)
- C.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

GILA COUNTY

BOARDS, COMMISSIONS AND COMMITTEES REPORT

COMPLIANCE CHECKLIST

Name	
Gila County Staff Liaison	
Legal Basis for Establishment	
Date of Creation	
Bylaws	
Charter	
Legal Counsel	
Assigned Areas of Responsibility	
Membership	
Terms of Office	
Appointing Authority	
Meeting Schedule	
Location	
Meeting Legal Posting and Advertising	
Meeting Agendas	
Meeting Minutes	
Funding Sources	
Amounts	
Significant Actions and Accomplishments	
Notes -	

**ARF-2354**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Malissa

Submitted By:

Buzan,  
Community  
Services  
Division  
Director

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Community Services Division

---

Information

Request/Subject

Gila County Community Action Program Advisory Board Appointments

Background Information

The Gila County Community Action Program (CAP) Advisory Board was created on January 20, 1998, by the Board of Supervisors per federal requirements. The purpose of the Board is to provide a range of services and activities with a measurable and potentially major impact on the causes of poverty in the County, its local communities, or areas within the local communities where poverty is a particularly acute problem.

Evaluation

Per CAP Advisory Board Bylaws, all Board members serve a 4-year term of office. The terms of office for the following 5 CAP Advisory Board members expired on December 31, 2013. At the CAP Board's meeting of August 15, 2013, the CAP Board approved the reappointments of the following Board members: Public Sector Representative - Audry Opitz; Low-Income Representatives - Annie Hinojos and Nolberto Waddell; and Private Sector Representatives - Vickie Quesada and Ramona Ortiz. A copy of the meeting minutes are attached to this agenda item. The Board membership form has also been revised and terms of office for each member has been added.

Also, all of the information pertaining to the CAP Advisory Board has been transferred to a new form.

Conclusion

Per Gila County CAP Advisory Board Bylaws, the Board of Supervisors must approve the appointments of members to the CAP Advisory Board.

Recommendation

The CAP Advisory Board recommends that the Board of Supervisors reappoint the following members to the CAP Advisory Board to serve another 4-year term, retroactive from January 1, 2014 to December 31, 2017.

Suggested Motion



Approval to reappoint the following members to the Gila County Community Action Program Advisory Board for another 4-year term beginning January 1, 2014, through December 31, 2017, as follows: Public Sector Representative - Audry Opitz; Low-Income Representatives - Annie Hinojos and Nolberto Waddell; and Private Sector Representatives - Vickie Quesada and Ramona Ortiz.

---

Attachments

GC CAP Advisory Board List

CAP Advisory Board Minutes of 8-15-13

GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD  
(Proposed to the BOS on 2/18/14 and if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Margaret Celix	B-Public Sector	C (04/16/13)	16 years	01/01/13-12/31/16	01/01/13-12/31/16
Lynn Canning	B-Public Sector	C	4 years	01/01/12-12/31/15	01/01/12-12/31/15
Audry Opitz	B-Public Sector	C (02/18/14)	4 years	02/18/14-12/31/17	01/01/14-12/31/17
John Zilisch	C-Low-Income	A	-	02/15/12-12/31/15	01/01/12-12/31/15
Annie Hinojos	C-Low-Income	C (02/18/14)	26 years	01/01/14-12/31/17	01/01/14-12/31/17
Nolberto Waddell	C-Low-Income	C (02/18/14)	8 years	01/01/14-12/31/17	01/01/14-12/31/17
Vickie Quesada	C-Private Sector	C (02/18/14)	15 years	01/01/14-12/31/17	01/01/14-12/31/17
Barbara Leetham	C-Private Sector	C	4 years	01/01/12-12/31/15	01/01/12-12/31/15
Ramona Ortiz	C-Private Sector	C (02/18/14)	4 years	01/01/14-12/31/17	01/01/14-12/31/17

<sup>1</sup> Appointment Information:

- A. Date of creation: January 20, 1998
- B. Per Bylaws – The Board shall consist of a minimum of 9 members, but shall not exceed 12 members.
- C. Board composition: 9 members
  - 1/3 of the members – public sector representatives - appointed by the Board of Supervisors
  - 1/3 of the members – low-income representatives, who must reside in a low-income community – elected by the CAP Board members and *acknowledged* by the Board of Supervisors.
  - 1/3 of the members – private sector representatives consisting of private sector officials or members of business, industrial, labor, religious, welfare, education or other major groups and interests in the community – elected by the CAP Advisory Board and *officially approved* thereafter by the Board of Supervisors.
- D. Members are appointed for a term of 4 years.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

Gila County Community Action Advisory Board Meeting  
Messinger Payson Funeral Home  
901 S. Westerly Road  
Payson, AZ 85541  
August 15, 2013

- I. Called to order/Welcome: Called to order at 9:15 Annie Hinojos, Chair
- II. Roll Call: Vicky Quesada, Lynn Canning, Margret Celix, Barbara Leetham, Ramona Ortiz, Audrey Opitz, Nolberto Waddell, Annie Hinojos.  
Absent: John Zilisch
- III. Information/Discussion/Action Annie Hinojos, Chair
- Motion to approve 5/15/2013 meeting minutes: Audrey  
2<sup>nd</sup>: Barbara  
Motion approved.
- IV. Chair's report: Annie Hinojos, Chair
- Nothing to report.
- V. Financial Report: Handout distributed Annie Hinojos, Chair
- Motion to approve financial reports of 5/15/2013 meeting and 8/15/2013 meeting: Ramona  
2<sup>nd</sup>: Lynn  
Motion approved.
- VI. Director's Report Malissa Buzan, Director
- Working advocacy component as far as Community Action goes. Community Services Block Grant is what runs our program. Through a continuing resolution with the Federal government, Gila County Community Action has a minimum funding variable of \$150,000. There are two agencies in the State, Coconino County and Gila County that have the minimum funding variable. The way the contract reads right now and the State Plan, we cannot be cut.
  - Workforce Investment (WIA) is a continuing resolution with the Federal government along with the Community Services Block Grant which funds our CAP agency. I've been advocating for and doing work in that area. I've been acclimating myself to the WIA board. Community Services is the fiscal agent and grant recipient for Gila/Pinal as far as workforce investment. That includes youth workforce which is the old JTPA, adult; which helps adults with basic skill training, GED's, and paying for trainings, CDL's, certifications, up to two years of schooling for certification or a degree. REPAC which is the reemployment and special training is for laid off workers. Those dollars pay for rapid response, people get laid off, case managers go and help them with training, or change of career, get them signed up for unemployment, and letting them know what services are available. Adult and youth are both income based. Adult is run by CAG and youth by CAC. REPAC is in house by Gila County. So if they are on unemployment or qualify for unemployment even if they have a severance package, they still qualify to come into the REPAC center and we have the one stop center which has DES available, CAC doing the youth and CAG doing the adult and REPAC. We have computers available in there for use for on line applications and someone is available to help them. There is one in Globe, Casa Grande, and we are also trying to get what is called access points in all libraries. Those will be available in Globe, Payson, Casa Grande and A.J.

- Gila Employment and Special Training, we are hiring another person in Payson. They work with and job coach the developmentally disabled and vocational rehabilitation clients that are training to do something else. We have the DTA program in Payson and Globe. Payson area is growing. Clients are referred through DES through DD and vocational rehab departments.
- The Housing department will be assisting the Town of Hayden to perform housing rehab. We will be doing a couple of houses. There will be a meeting on the 23<sup>rd</sup>. We received a new home grant for \$350,000. The four clients that we had signed up for this grant were in Payson but have now expressed they do not want liens placed on their homes. Only one is going to go through with the home rehabilitation so we are looking for more clients in Payson. Contractors do the work. We have to train them and get them certified. Contractors have to go out for bids. The one thing we cannot do is multifamily housing.
- There is some restructuring going on in Community Services, Dorine will be the CAP Administrator, Housing Administrator will be Estelle Belarde, and Gabe Eylicio will be project Administrator. The County is going through a classification and compensation study.

## VII. Program Report

Dorine Prine

ROMA update: Handouts distributed.

- CAP not much to report as we are starting new fiscal year.
- I recently went through ROMA training. There will need to be changes. There is a need to do more case management, 25% of cases have to be case managed and we have to be able to prove it. So, we are not just doing the output anymore, we are doing outcomes. We need to show that we aren't just spending the dollar amounts, we have to show how we are changing the lives on each one that we are doing this for. That is part of the ROMA, (Results Oriented Management and Accountability.) Six National goals are mandatory activities and we have to be able to do them. Because funding has become so competitive we need to be able to show outcomes not output. That was what ROMA training was about. I am working on becoming a certified ROMA trainer. Each of the Agencies, Counties, States, they are graded on points. Having a certified trainer gives more points.
- We are revising the CAP pre screening form. I will have that for the next meeting. We are going to attach a matrix to it.
- Malissa: We are going to apply ROMA management principal and accountable cycle to the whole Division.
- Malissa: I'm hoping to get volunteers for the VITA site. It was set up to be volunteer oriented. We are hoping to start recruiting soon for volunteers.
- Dorine: Will keep you up to date on changes.
- Annie: I would like it noted that I would like to thank CeCe, Estelle, and Dorine for responding so quickly when I call them.

## VIII. New Business

Annie Hinojos, Chair

- Motion to recommend Gila County Board of Supervisors re-appoint Audrey Opitz, Annie Hinojos, Nolberto Waddell, Vicky Quesada and Ramona Ortiz whose terms expire 12/13/2013: Barbara 2<sup>nd</sup>: Lynn  
 Discussion: Malissa, during this time if any of you feel that you are not up for another 4 year term, please let us know so we can proceed with what our bylaws state.  
 Audrey, Margret and Lynn represent public. Vicky, Barbara and Ramona represent private.  
 John is low income; we had the process up here in Payson where we had ballots. He represents the low income from this area. We can place this on the agenda for the November meeting for further discussion

Motion approved.

IX. Information/Discussion/Action-CAP Plan 2013

Annie Hinojos, Chair

- Motion to approve CAP Plan 2013 with revisions; page 8, update Tripartite Board Roster:

Ramona

2<sup>nd</sup>: Audrey

Motion approved.

X. Next Meeting Information

Annie Hinojos, Chair

November 20, 2013 Globe

10:00 (Location to be determined)

XI. Adjournment

Annie Hinojos, Chair

Motion to adjourn (11:30): Margret

2<sup>nd</sup>: Lynn

Motion approved.

**ARF-2356**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Robert Gould, Submitted By:

Community  
Development  
Division  
Director

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Community Development Division

---

Information

Request/Subject

Gila County Board of Adjustment and Appeals Updated List

Background Information

Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees (BCCs) has been updated. As a result, a new form to list BCC membership is now being used. The dates for the terms of office have been added for each Board member, and other pertinent information.

Evaluation

Information pertaining to appointed members of the Gila County Board of Adjustment and Appeals has been transferred to a new form.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Approval of updated information pertaining to the Gila County Board of Adjustment and Appeals.

---

Attachments

GC Board of Adjustment and Appeals List of Members

GILA COUNTY BOARD OF ADJUSTMENT AND APPEALS

(Proposed to the BOS on 2/18/14 and if approved the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Don Ascoli	A-District 1	C (03/20/12)	6 years, 9 months	03/20/12-12/31/15	01/01/12-12/31/15
Mary Lou Myers	A-District 1	A (03/20/12)	-	03/20/12-12/31/15	01/01/12-12/31/15
Lori Brown	A-District 2	C (12/14/10)	4 years, 5 months	01/01/11-12/31/14	01/01/11-12/31/14
Travis Williams	A-District 2	C (12/14/10)	4 years, 5 months	01/01/11-12/31/14	01/01/11-12/31/14
John "Jack" Larimore	A-District 3	C (12/14/10)	4 years, 5 months	01/01/11-12/31/14	01/01/11-12/31/14

<sup>1</sup> Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-816 – The Board of Supervisors (BOS) may establish **one board of adjustment that has jurisdiction countywide** and that is composed of 1 member who is a resident of each supervisorial district **or** one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisorial district. The members of each board shall be appointed for staggered terms of 4 years each.
- C. The Gila County Zoning Ordinance, Section 106.2 *Powers and Duties*, addresses the powers of the Board of Adjustment and Appeals.
- D. The BOS has established 1 Board of Adjustment and Appeals consisting of 5 members; however, the Board is composed of at least 1 member from each supervisorial district.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2357**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Robert Gould, Submitted By:

Community  
Development  
Division  
Director

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Community Development Division

---

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Updated List

Background Information

Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees (BCCs) has been updated. As a result, a new form to list BCC membership is now being used. The dates for the terms of office have been added for each Board member, and other pertinent information.

Evaluation

Information pertaining to appointed members of the Gila County Building Safety Advisory and Appeals Board has been transferred to a new form.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Approval of updated information pertaining to the Gila County Building Safety Advisory and Appeals Board.

---

Attachments

GC Building Safety Advisory and Appeals Board List of Members



GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD  
(Proposed to the BOS on 2/18/14 and, if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Perry Schall-Plumber	D	C (10/22/13)	1 year, 7 months	01/01/14 – 12/31/17	01/01/14 – 12/31/17
Clint Miller-Architect	D	C (10/22/13)	13 months	01/01/14 – 12/31/17	01/01/14 – 12/31/17
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	3 years, 9 months	01/01/12 – 12/31/15	01/01/12 – 12/31/15
Walter Del Campo-Electrical Contractor	D	B (Peter Havens) (06/25/13)	-	06/25/13-12/31/16	01/01/13-12/31/16
Bruce Binkley-Architect	D	B (John Marcanti) (04/16/13)	-	04/16/13-12/31/14	01/01/11-12/31/14
Bob O'Connor-HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	01/01/11-12/31/14
Peter Oddonetto-General Contractor	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	01/01/12-12/31/15

<sup>1</sup> Appointment Information:

- A. Date of creation: October 23, 2007
- B. Per A.R.S. 11-862 – Board must have 5 but not more than 7 members from the following categories and must be licensed in AZ: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade.
- C. Per Gila County Building Ordinance, Section 4(B)(2) – Board members must be residents of Gila County but cannot be employees of Gila County government.
- D. Appointed by the BOS with 4-year terms of office...staggered so that at least one but no more than two terms expire each year.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2358**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Robert Gould, Submitted By:

Community  
Development  
Division  
Director

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Community Development Division

---

Information

Request/Subject

Gila County Planning and Zoning Commission Updated List

Background Information

Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees (BCCs) has been updated. As a result, a new form to list BCC membership is now being used. The dates for the terms of office have been added for each Commission member, and other pertinent information.

Evaluation

Information pertaining to appointed members of the Gila County Planning and Zoning Commission has been transferred to a new form.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Approval of updated information pertaining to the Gila County Planning and Zoning Commission.

---

Attachments

GC Planning and Zoning Commission List of Members

GILA COUNTY PLANNING AND ZONING COMMISSION

(Proposed to the BOS on 2/18/14 and, if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mary Lou Myers	A-District 1	C (05/07/13)	9 months	01/01/13-12/31/16	01/01/13-12/31/16
Randy Slapnicka	A-District 1	C (12/14/10)	7 months	01/01/11-12/31/14	01/01/11-12/31/14
Ray Jones	A-District 1	A (05/07/13)	-	05/07/13-12/31/16	01/01/13-12/31/16
Lori Brown	A-District 2	C (12/14/10)	4 years, 6 months	01/01/11-12/31/14	01/01/11-12/31/14
Jay Spehar	A-District 2	C (12/14/10)	4 years, 6 months	01/01/11-12/31/14	01/01/11-12/31/14
Travis Williams	A-District 2	C (12/14/10)	4 years, 9 months	01/01/11-12/31/14	01/01/11-12/31/14
Mickie Nye	A-District 3	C (12/14/10)	3 years, 11 months	01/01/11-12/31/14	01/01/11-12/31/14
John "Jack" Larimore	A-District 3	C (12/14/10)	4 years, 6 months	01/01/11-12/31/14	01/01/11-12/31/14
Dawn Brunson	A-District 3	B (Ronnie McDaniel) (05/07/13)	-	05/07/13-12/31/15	01/01/12-12/31/15

<sup>1</sup> Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-802 – In counties with 3 supervisorial districts, the Commission shall consist of 9 members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than 1 of the 3 may be a resident of an incorporated municipality. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.) Of the members initially appointed, 5 members shall be appointed for a 2-year term and 4 members shall be appointed to a 4-year term; thereafter, each term shall be for 4 years.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2359**

**Consent Agenda Item 4. K.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Robert Gould, Submitted By:

Community  
Development  
Division  
Director

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Community Development Division

---

Information

Request/Subject

Gila County Highway 60-70 Regional Design Review Committee

Background Information

Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees (BCCs) has been updated. As a result, a new form to list BCC members is now being used. The dates for the terms of office have been added for each Committee member, and other pertinent information.

Evaluation

Information pertaining to appointed members of the Gila County Highway 60-70 Regional Design Review Committee has been transferred to the new form.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Approval of updated information pertaining to the Gila County Highway 60-70 Regional Design Review Committee.

---

Attachments

GC Highway 60-70 Regional Design Review Committee

GILA COUNTY HIGHWAY 60-70 REGIONAL DESIGN REVIEW COMMITTEE  
 (Proposed to the BOS on 2/18/14 and, if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
VACANT	B				01/01/13-12/31/16
Patty Stallings	B	C (12/14/10)	1 year, 8 months	03/20/12-12/31/15	01/01/12-12/31/15
Jo Lynn Chase	B	C (02/07/12)	1 year, 9 months	01/01/11-12/31/14	01/01/11-12/31/14

<sup>1</sup> Appointment Information:

- A. Date of creation: December 2, 2008
- B. Gila County Resolution No. 08-12-01 was adopted by the Board of Supervisors (BOS) on December 2, 2008, to add Section 104.5 *Regional Design Review Guidelines* to the Gila County Planning and Zoning Ordinance.
- C. Gila County Planning and Zoning Ordinance Section 104.5, Subsection VI. *Design Review Committee* states that the BOS will appoint 3 members, and at least 1 of the 3 members should be from property owners within the overlay district. All members should be appointed to 4-year terms. The initial 3 members were appointed for 2-, 3- and 4-year terms, so there would be staggered terms of office.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2360**

**Consent Agenda Item 4. L.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Malissa Buzan, Submitted By:

Community  
Services  
Division  
Director

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Community Services Division

---

Information

Request/Subject

Gila/Pinal Workforce Investment Board (WIB) Updated List

Background Information

Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees (BCCs) has been updated. As a result, a new form to list BCC members is now being used. The dates for the terms of office have been added for each Board member, and other pertinent information.

In addition, the WIB list is being updated to reflect the resignation of Board member Diana Russell, who represents the Workforce Investment Act Title 1 - Dislocated Worker Program on the WIB, and to request that the Board of Supervisors appoint Christina Throop to fulfill Ms. Russell's unexpired term of office.

Evaluation

Information pertaining to the Gila/Pinal WIB has been transferred to a new form.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Approval of updated information pertaining to the Gila/Pinal Workforce Investment Board to include acknowledging the resignation of Diana Russell from said Board and to appoint Christina Throop to fulfill Ms. Russell's unexpired term of office ending on December 31, 2014.

---

**ARF-2362**

**Consent Agenda Item 4. M.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

Submitted For: Linda  
Eastlick,  
Human  
Resources  
Director

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

Department: Human Resources Department

---

Information

Request/Subject

Gila County Personnel Commission Updated List

Background Information

Gila County Policy No. BOS-COB-002 - Boards, Commissions and Committees (BCCs) has been updated. As a result, a new form to list BCC members is now being used. The dates for the terms of office have been added for each Commission member, and other pertinent information.

Jonathan Barber's and Tom Moody's terms of office expired on December 31, 2013.

Evaluation

Mr. Barber and Mr. Moody have agreed to serve another term of office on the Personnel Commission.

Conclusion

In order to comply with the statutory requirements of a personnel commission, it is being requested that Mr. Barber and Mr. Moody be reappointed for a 3-year term this one time instead of a 4-year term. This would align the commission according to statutory requirements of having staggered terms. In this way, one member's term will expire on 12/31/14; two member's terms will expire on 12/31/15, and two member's terms will expire on 12/31/16.

Recommendation

It is recommended that the Board authorize the reappointment of Jonathan Barber and Tom Moody for a 3-year term this one time; retroactive from 1/1/14 to 12/31/16.

Suggested Motion

Approval of updated information pertaining to the Gila County Personnel Commission to include the reappointments of Jonathan Barber and Tom Moody retroactive from January 1, 2014, through December 31, 2016.

---

Attachments

GC Personnel Commission List of Members

GILA COUNTY PERSONNEL COMMISSION

(Proposed to the BOS on 2/18/14 and, if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Jonathan Barber	B-Republican	C (02/18/14)	7 years, 3 months	01/01/14-12/31/16 Term is being shortened by one year in order to comply with statutory requirement of staggered terms.	01/01/14-12/31/16
Ken Volz (Chairman as of 11/18/13)	B-Democrat	C (11/15/11)	4 years	01/01/12-12/31/15	01/01/12-12/31/15
Tom Moody	B-Independent	C (02/18/14)	4 years, 9 months	01/01/14-12/31/16 Term is being shortened by one year in order to comply with statutory requirement of staggered terms.	01/01/14-12/31/16
David Lagunas	B-Democrat	B (11/05/13)(Ophelia James)	-	11/05/13-12/31/14	01/01/12-12/31/14
Jerry McCreary	B-Democrat	A (01/10/12)	-	01/01/12-12/31/15	01/01/12-12/31/15

<sup>1</sup> Appointment Information:

- A. Date of creation: On October 22, 1979, the Board of Supervisors adopted Resolution No. 78-10-8 establishing a Personnel Policy which included establishing a Personnel Commission at that same time.
- B. The Personnel Commission was also established in accordance with A.R.S. §11-353 (A) which states, “The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms.
- C. A.R.S. §11-353 (B) states “Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory 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.



<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2332**

**Consent Agenda Item 4. N.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Don McDaniel Jr., County Manager  
**Submitted By:** Sarayl Shunkamolah, Management Associate, County Manager

**Department:** County Manager

---

Information

Request/Subject

Gila County Transportation Excise Tax Continuation Committee Appointments

Background Information

On January 7, 2014, the Board of Supervisors established the Gila County Transportation Excise Tax Continuation Committee and approved seventeen individuals to serve on the Committee.

Evaluation

Since the initial appointment of individuals to the Gila County Transportation Excise Tax Continuation Committee by the Board of Supervisors, it was learned that Cruz Salas and William (Bill) Leister are unable to serve on this Committee at this time, and Helen Reece submitted her resignation on January 29, 2014. The following two new individuals have accepted to serve on the Committee: Darryl Dalley and Mickie Nye. The acknowledgment and approval of this action will allow the Committee to have a total of sixteen members.

Conclusion

The Board of Supervisors needs to acknowledge that Cruz Salas and William (Bill) Leister are unable to serve on the Gila County Transportation Excise Tax Continuation Committee at this time; Helen Reece resigned from the Committee, and appoint Darryl Dalley and Mickie Nye to the Committee.

Recommendation

Staff recommends that the Board of Supervisors approve the appointments of Darryl Dalley and Mickie Nye to the Gila County Transportation Excise Tax Continuation Committee and acknowledge that Cruz Salas and William (Bill) Leister are unable to serve on the Committee at this time, and Helen Reece resigned from the Committee on January 29, 2014.

Suggested Motion

Appointment of Darryl Dalley and Mickie Nye as members of the Gila County Transportation Excise Tax Continuation Committee; and acknowledgment that Cruz Salas and William (Bill) Leister are unable to serve on the Committee at this time, and Helen Reece resigned from the Committee on January 29, 2014.

---

Attachments

GC Transportation Excise Tax Continuation Committee List

GILA COUNTY TRANSPORTATION EXCISE TAX CONTINUATION COMMITTEE  
(Proposed to the BOS on 2/18/14 and, if approved the list will be as follows)

Name of Member & Appointment/Committee Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Gary Andress-Globe/Miami	D	A - 01/07/14	-	01/07/14 - Until BOS disbands Committee	A term of office was not established
Don Ascoli-Payson	D	A - 01/07/14	-	"	"
Robert Bleyl-Star Valley	D	A - 01/07/14	-	"	"
Ed Carpenter-Globe	D	A - 01/07/14	-	"	"
Darryl Dalley-Miami	D	A - 02/18/14	-	02/18/14 - Until BOS disbands Committee	"
Rex Henshaw-Deer Creek/Upper Tonto Basin	D	A - 01/07/14	-	01/07/14 - Until BOS disbands Committee	"
<del>William Leister-Globe</del>	<del>D</del>	<del>A - 01/07/14</del> Unable to Serve	-	<del>"</del>	<del>"</del>
Mitchell Malkovich-Claypool	D	A - 01/07/14	-	"	"
Ronnie McDaniel-Star Valley	D	A - 01/07/14	-	"	"
Joe Miller-Payson	D	A - 01/07/14	-	"	"
Dixie Mundy-Wheatfields	D	A - 01/07/14	-	"	"
Mickie Nye-Globe	D	A - 02/18/14	-	02/18/14 - Until BOS disbands Committee	"
Melvin Palmer-Pine	D	A - 01/07/14	-	01/07/14 - Until BOS disbands Committee	"
Marie Petroff-Young	D	A - 01/07/14	-	"	"
Cliff Potts-Payson	D	A - 01/07/14	-	"	"
Rick Powers-Globe	D	A - 01/07/14	-	"	"
<del>Helen Reece-Hayden/Winkelman</del>	<del>D</del>	<del>A - 01/07/14</del> Resigned 1-29-14	-	<del>"</del>	<del>"</del>
<del>Cruz Salas-Globe</del>	<del>D</del>	<del>A - 01/07/14</del> Unable to Serve	-	<del>"</del>	<del>"</del>
Jose Sanchez-Miami	D	A - 01/07/14	-	"	"

<sup>1</sup> Appointment Information:

- A. On January 7, 2014, the BOS established this Committee and appointed its initial members for the purpose of providing the BOS with a recommendation on whether or not to call for an election for the continuation of a transportation excise tax. Each Board member presented names of candidates for appointment by the BOS.
- B. The BOS expects to disband this Committee within 2-3 months – after the BOS officially provides a recommendation to the BOS.
- C. Don McDaniel, County Manager, appointed Jacque Griffin to be the Staff Liaison for this Committee.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

- B. Supervisory 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.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2347**

**Consent Agenda Item 4. O.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Submitted For:** Eric Mariscal, **Submitted By:** Cate Gore, Administrative Clerk,  
Elections Director Elections Department

**Department:** Elections Department

---

Information

Request/Subject

Houston Mesa Fire District New Member Appointment

Background Information

A.R.S. 48-803 (B), states that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

Houston Mesa Fire District board member Lori J. Webster tendered her resignation effective December 2, 2013. The Houston Mesa Fire District Governing Board appointed John Webster to replace Mrs. Webster and complete her term ending December 31, 2014.

Conclusion

John Webster has agreed to complete the term of resigned board member Lori J. Webster which expires December 31, 2014.

Recommendation

The Elections Department Director recommends that the Board of Supervisors acknowledge the resignation of Lori J. Webster and the appointment of John Webster as a newly appointed governing board member of the Houston Mesa Fire District.

Suggested Motion

Acknowledgment of the resignation of Lori J. Webster from the Houston Mesa Fire District and the appointment of John Webster to fulfill Ms. Webster's unexpired term of office ending on December 31, 2014.

---

Attachments

HMFD Appointment

**NOTICE OF MEETING  
HOUSTON MESA FIRE DISTRICT**

The Fire Board of the Houston Mesa Fire District will meet in a Regular Session. The meeting will be held at the El Caballo Community Club located at 8119 W. Mescalero Road, Payson, AZ. The Board may vote to go into Executive Session on any agenda item, pursuant to ARS § 38-431.03 (A) (3) for discussion and consultation for legal advice with the District Attorney on matter as set forth in the agenda items. The following topics and any variable thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action.

**BOARD MEETING MINUTES  
December 12, 2013**

1. **CALL TO ORDER** at 5:30 PM at El Caballo Community Club, Payson, AZ 85541.
2. **ROLL CALL OF BOARD MEMBERS AND ATTENDEES**  
 Board members present: Clerk Starr, Member Schoonover, Member Sizemore, Treasurer Norman.  
 Board members absent: Chairperson Webster  
 Attendees: Chief Essary, Assistant Treasurer John Webster, Minnie Norman.
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES**
  - a. Regular Board Meeting Minutes –November 21, 2013  
**Action taken:** It was moved by Member Sizemore, seconded by Treasurer Norman, to approve the Minutes.  
 Ayes: 4 Nays: 0 Motion Passed
5. **REPORTS & CORRESPONDENCE:**
  - a. Chief's Report
  - b. Treasurer's Reports  
**Action taken:** It was moved by Member Sizemore, seconded by Member Schoonover, to accept the Treasurer's Report.  
 Ayes: 4 Nays: 0 Motion Passed
6. **OLD BUSINESS**
  - a. **Discussion and possible action regarding the insurance check that was received for roof damage.**  
**Action taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to table this item because no update was available.  
 Ayes: 4 Nays: 0 Motion Passed
  - b. **Discussion and possible action to reduce administrative difficulties and ensure conformance with IRS tax code for the Pension Plan**  
**Action taken:** . It was moved by Member Schoonover, seconded by Treasurer Norman, to pay Innes to prepare the W2s and related tax forms for the Pension Plan.  
 Ayes: 4 Nays: 0 Motion Passed
  - c. **Discussion and possible action regarding the difficulties with the administration of the new Pension Plan and whether or not we should continue the program.** **Action Taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to continue with the Pension Plan.  
 Ayes: 4 Nays: 0 Motion Passed

- d. **Discussion and possible action to approve the use of the SCBA grant monies and current funds available for this equipment. Action Taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to accept the \$7,000 donation from the 100 Club of Arizona, a \$5,000 donation from the HMFD auxiliary, and a \$1,300 equipment donation from the Chandler Fire Department for the four SCBAs.  
Ayes: 4 Nays: 0 Motion Passed
- e. **Update from the committee for merger/consolidation or shared services with other districts.**  
No update available.

## 7. NEW BUSINESS

- a. **Discussion and possible action to accept Lori Webster's resignation. Action Taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to accept Lori Webster's resignation.  
Ayes: 4 Nays: 0 Motion Passed
- b. **Discussion of the vacant HMFD board position.**
- c. **Discussion and possible action to change the date and/or time of the board meetings. Action Taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to change the starting time to 5 PM.  
Ayes: 4 Nays: 0 Motion Passed

## 8. CALL TO THE PUBLIC

**Consideration and discussion of comments and complaints from the public.** Those wishing to address the Houston Mesa Fire District Board need not request permission in advance. The Fire District Board is not permitted to discuss or take action on any item raised in the call to the public. However, individual Board Members may be permitted to respond to criticism directed to them. Otherwise, the Board may direct that staff review the matter or that the matter be placed on a future agenda. The Fire District Board cannot discuss or take legal action on any issues raised during the Call to the Public due to restrictions of the Open Meeting Law.

## 9. CONSIDERATION AND POSSIBLE ACTION CALENDAR

Next regular monthly HMFD Board Meeting will be January 9, 2014.

## 10. ADJOURNMENT 6:19 PM

Under the provisions of the Americans with Disabilities Act, the Houston Mesa Fire District will make every effort to accommodate persons with disabilities. Please contact the HMFD office at 928-472-7908 prior to the scheduled meeting time.



December 2, 2013

Susan Starr  
Clerk of the Fire Board  
Houston Mesa Fire District  
8119 W. Mescalero Rod  
Payson, AZ. 85541

Re: Resignation

Dear Susan:

This letter is to inform you that I am resigning my position as Chairwoman of the Fire Board for the Houston Mesa Fire District effective immediately. It has been my pleasure to serve my community and the Fire district.

Sincerely,



Lori J. Webster

CC: Randy Norman  
Dick Sizemore  
Jeanne Schoonover

2017 Regular Minutes

**NOTICE OF MEETING  
HOUSTON MESA FIRE DISTRICT**

The Fire Board of the Houston Mesa Fire District will meet in a Regular Session. The meeting will be held at the El Caballo Community Club located at 8119 W. Mescalero Road, Payson, AZ. The Board may vote to go into Executive Session on any agenda item, pursuant to ARS § 38-431.03 (A) (3) for discussion and consultation for legal advice with the District Attorney on matter as set forth in the agenda items. The following topics and any variable thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action.

**BOARD MEETING MINUTES  
January 9, 2014**

1. **CALL TO ORDER** at 5:00 PM at El Caballo Community Club, Payson, AZ 85541.
2. **ROLL CALL OF BOARD MEMBERS AND ATTENDEES**  
Board members present: Clerk Starr, Member Schoonover, Member Sizemore, Treasurer Norman.  
Board members absent: None  
Attendees: Chief Essary, Assistant Treasurer John Webster, Minnie Norman, Dana Lindsey.
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES**
  - a. Regular Board Meeting Minutes –December 12, 2013  
**Action taken:** It was moved by Member Sizemore, seconded by Member Schoonover, to approve the minutes.  
Ayes: 4 Nays: 0 Motion Passed.
5. **REPORTS & CORRESPONDENCE:**
  - a. Chief's Report
  - b. Treasurer's Reports  
**Action taken:** It was moved by Member Sizemore seconded by Member Schoonover, to accept the Treasurer's Report. Ayes: 4 Nays: 0 Motion Passed.
6. **OLD BUSINESS**
  - a. **Discussion and possible action regarding the insurance check that was received for roof damage.**  
**Action taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to table this item because no update was available. Ayes: 4 Nays: 0 Motion Passed.
  - b. **Update from the committee for merger/consolidation or shared services with other districts.**  
Chief Essary gave an update from the Merger/Consolidation committee.
7. **NEW BUSINESS**
  - a. **Discussion and possible action to swear in John Webster as an interim HMFDD board member.**  
**Action taken:** It was moved by Member Sizemore, seconded by Member Schoonover, to accept John Webster as an interim HMFDD Board member. Ayes: 4 Nays: 0 Motion Passed.  
Clerk Starr administered the Oath of Office swearing in John.
  - b. **Election of Board Officers. Per HMFDD Board Bylaws, election of board officers is required when a Board vacancy occurs.** **Action taken:** It was moved by Member Sizemore, seconded by Member Schoonover, to appoint Randy Norman to Chairperson. Ayes: 5 Nays: 0 Motion Passed.  
It was moved by Treasurer Norman, seconded by Member Sizemore, to appoint John Webster as Treasurer. Ayes: 5 Nays: 0 Motion Passed.  
It was moved by Treasurer Norman, seconded by Member Sizemore, to appoint Susan Starr as Secretary. Ayes: 5 Nays: 0 Motion Passed.

- c. **Discussion and possible action to approve the Board meeting dates for 2014; Second Thursday of each month: January 9, February 13, March 13, April 10, May 8, June 12, July 10, August 14, September 11, October 9, November 13 and December 11 all starting at 5 pm. Action taken:** It was moved by Member Schoonover, seconded by Member Sizemore, to approve the Board meeting dates for 2014; Second Thursday of each month: January 9, February 13, March 13, April 10, May 8, June 12, July 10, August 14, September 11, October 9, November 13 and December 11 all starting at 5 pm. Ayes: 4 Nays: 0 Motion Passed
- d. **Discussion and possible action to approve the monthly posting of the Board's agenda at the Fire Station. Action taken:** It was moved by Treasurer Norman, seconded by Member Sizemore, to approve the monthly posting of the Board's agenda at the Fire Station. Ayes: 4 Nays: 0 Motion Passed

**8. CALL TO THE PUBLIC**

**Consideration and discussion of comments and complaints from the public.** Those wishing to address the Houston Mesa Fire District Board need not request permission in advance. The Fire District Board is not permitted to discuss or take action on any item raised in the call to the public. However, individual Board Members may be permitted to respond to criticism directed to them. Otherwise, the Board may direct that staff review the matter or that the matter be placed on a future agenda. The Fire District Board cannot discuss or take legal action on any issues raised during the Call to the Public due to restrictions of the Open Meeting Law.

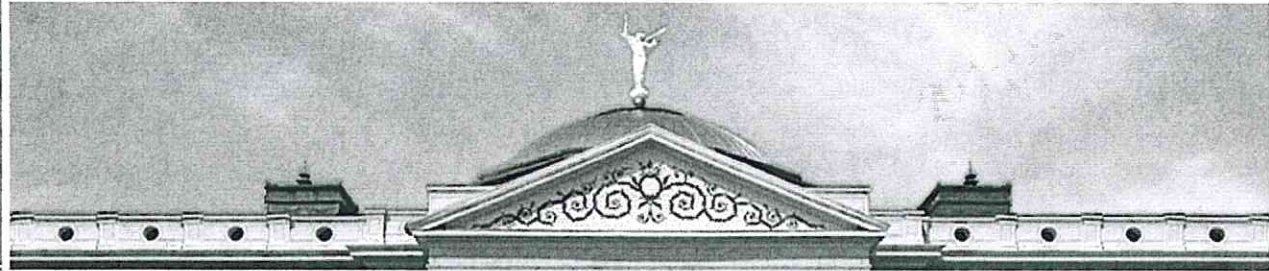
**9. CONSIDERATION AND POSSIBLE ACTION CALENDAR**

Next regular monthly HMFD Board Meeting will be February 13, 2014.

**10. ADJOURNMENT 6:10 PM**

Under the provisions of the Americans with Disabilities Act, the Houston Mesa Fire District will make every effort to accommodate persons with disabilities. Please contact the HMFD office at 928-472-7908 prior to the scheduled meeting time.

## Arizona State Legislature

Bill Number Search:  

Fifty-first Legislature - Second Regular Session

change session | printer friendly version

Email a Member | Email Webmaster

[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)

<a href="#">ARS TITLE PAGE</a>	<a href="#">NEXT DOCUMENT</a>	<a href="#">PREVIOUS DOCUMENT</a>
--------------------------------	-------------------------------	-----------------------------------

**48-803. District administered by a district board**

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms.

Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

**ARF-2370**

**Consent Agenda Item 4. P.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Reporting Period:** January 28, 2014

**Submitted For:** Marian Sheppard,  
Clerk, BOS

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

---

**Information**

**Subject**

January 28, 2014, BOS Meeting Minutes

**Suggested Motion**

Approval of the January 28, 2014, Board of Supervisors' meeting minutes.

---

**Attachments**

BOS 01-28-14 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: January 28, 2014

**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

---

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**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. Eric Mariscal led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion regarding the County Manager's Strategic Blueprint for 2014.**

Don McDaniel, County Manager, asked the Board to consider addressing agenda item 2-B at this time. Chairman Pastor moved to agenda item 2-B.

**B. Information/Discussion/Action to adopt Resolution No. 14-01-05 requesting the United States Congress to restore Payments in Lieu of Taxes (PILT) funding for FY 2014.**

Jacque Griffin, Assistant County Manager/Librarian, advised that Payment in Lieu of Taxes (PILT) funding has been included in the U.S. Farm Bill; however, she stated that there is no certainty regarding the successful continuation of PILT funding. The County Supervisors Association (CSA) and National Association of Counties (NACo) requested that each Arizona County adopt a resolution to support this effort. The resolutions from each county will then be sent to the Congress of the United States to request restoration of PILT funding

and that it will become a permanent funding source; thereby, annual requests to Congress to receive PILT funding would not be required.

Vice-Chairman Martin inquired whether Chairman Pastor had any insight to share from the recent meeting he attended hosted by Senator John McCain. Chairman Pastor stated that Senator McCain advised that all county boards of supervisors should adopt a resolution and include in the resolution the impact of PILT to the County, the services provided, and the amount of money received per acre from PILT. He wants the resolutions to be sent to CSA, whereby CSA will compile the information to be sent to Senator McCain. Vice-Chairman Martin inquired whether Senator McCain indicated if he was voting in favor of PILT funding. Chairman Pastor stated that at a recent meeting with Senator McCain he expressed his support of PILT. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-01-05 requesting the United States Congress to restore Payments in Lieu of Taxes (PILT) funding for FY 2014. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**A. Information/Discussion regarding the County Manager's Strategic Blueprint for 2014.**

Mr. McDaniel advised that he has developed this strategic blueprint in preparation for the upcoming 2014-2015 fiscal year budget adoption process. He further advised that a Strategic Plan was adopted by the Board of Supervisors several years ago to set the priorities and directions of the County, and the budget process is tied into that Plan. Mr. McDaniel stated that the Strategic Plan sets priorities for the annual budget process; provides a continuous five-year strategic direction for Gila County; and encourages collaboration and cooperation across the entire County governmental structure.

He then proceeded to review the proposed elements of the 2014 strategic blueprint.

**2014 Budget Assumptions:**

- Transportation Excise Tax Continuation Election
  - ✓ Include 100% Revenue from Tax till 12/14 and 50% 7/15
  - ✓ Contingency Plan if Tax Continuation fails

Mr. McDaniel advised that a primary endeavor will be to secure the continuation of the County's half cent transportation excise tax, which generates approximately \$3 million per year. The tax is due to end December 2014. At present the County receives all of the revenues generated by the tax;

however, if the measure is presented to the voters and it passes, it is anticipated that the cities and towns within Gila County will share in that revenue, so the County would only receive half the amount as in the past beginning July 2015. If the ballot measure fails, Mr. McDaniel advised that a contingency plan needs to be put in place. Chairman Pastor shared a few of the comments he has received thus far. He feels there is a need to educate citizens on this issue as there are already some misconceptions among people in the community. Supervisor Marcanti wanted assurance that the revenue generated from this tax is used for road projects in unincorporated Gila County. Steve Stratton, Public Works Division Director, replied that the revenue is primarily used for projects within the unincorporated areas of the County; however, the County has used this money on occasion for projects within incorporated areas of the County when the projects benefit both the County and municipalities.

- Classification and Compensation Study completion and implementation
  - ✓ Study budgeted in FY 2013-2014
  - ✓ Implementation budgeted in FY 2013-2014
  - ✓ Implementation effective July 1, 2014
  - ✓ Implementation funds carry over into FY 2014-2015
  - ✓ Amount unknown at this time – will be known by FY 2014-2015 budget adoption date
  - ✓ Compensation Plan and pay adjusted yearly in January based upon the Consumer Price Index and availability of funds

Mr. McDaniel stated that once the Classification and Compensation Study has been completed and implemented, it will be reviewed each year to align salaries with the Consumer Price Index. If it is determined that increases need to be given to employees and funds are available, it will be done each January.

- Performance Appraisals and Performance Payments
  - ✓ Performance Appraisals due June 15, 2014, for July 2013 to June 2014 period
  - ✓ One time Lump Sum payments to be paid by June 30, 2014
  - ✓ Performance Pay Increases provided yearly in June

Mr. McDaniel advised that for the last year, the Board has authorized a one-time lump sum payment in June to County employees based upon percentage points received from yearly employee performance appraisals. He further advised that once the Classification and Compensation Plan has been



implemented, the Board of Supervisors needs to consider whether it should continue funding the performance appraisal payments that are made in June. He added that the annual cost of that one-time lump sum payment is approximately \$500,000 to \$600,000, which would be in addition to any salary adjustments that would be made based upon the results of the Study. He also stated that the budget would also have to be adjusted for any salary increases.

- Employee Health Insurance Changes
  - ✓ No increase in premiums anticipated
  - ✓ 3 tiered/6 tiered employee payment schedule consolidated

Jacque Griffin, Assistant County Manager/Librarian, stated that she received information very recently regarding substantial changes in the County health care plan which includes an increase in premiums, and a change to the third-party administrator from Meritain Health to Gilsbar Health & Benefit Management that will take effect in February 2014. She commented that Gila County has kept employee premiums lower, comparatively, than most government trusts or counties. Another change will be to employee dental coverage. Employees will have the option of choosing the prior dental coverage plan or the plan the County has presently.

- County Facilities Master Plan
  - ✓ Payson options – Napa, Chamber
  - ✓ Globe options – Las Lomas, 4 Amigos

Mr. McDaniel advised that the County contracted with a consultant to develop a Facilities Master Plan (Plan). The consultant has submitted the first draft of the Plan and it is being reviewed by Mr. McDaniel and Mr. Stratton. Mr. McDaniel asked Mr. Stratton to provide a brief update on the options being considered to expand the County infrastructure in Payson and Globe. Mr. Stratton advised that the County is looking at possibly purchasing a residence in Payson and the property of which the NAPA auto parts store is located. The County is also looking at utilizing a County-owned property of which the Payson Chamber of Commerce building is located. One option being considered for the Globe area is the possible purchase of Las Lomas Elementary School, which would be remodeled. The other option would be to construct a building upon vacant land that is County-owned and is located adjacent to the Globe Courthouse. It is referred to as the Four Amigos property because the Four Amigos grocery store used to be situated on that property; however, the building has since been removed. Mr. Stratton further advised

that the County is not only looking at constructing or remodeling buildings; it is also looking at selling properties. He emphasized that the ultimate goal is for the County to discontinue renting properties, which currently provides additional office space.

- County Facilities Security Improvements
  - ✓ Payson building modifications/addition for security conveyor, magnetometer & wand
  - ✓ Globe building modifications/addition for security conveyor, magnetometer & wand

Mr. Stratton provided information regarding the County facilities security improvements and stated that the cost for the construction and remodeling in Payson would be less than the cost of construction and remodeling in Globe; however, there was a “hitch” regarding the entry access proximity cards being exhausted in Payson. He added that the Board and County Manager will determine the access levels given to employees. Chairman Pastor inquired if the cards are “maxed out” only in Payson, to which Mr. Stratton clarified that there is no more capacity for proximity cards available Countywide. He stated that he is working with Stanley, the company that provided the proximity cards, to expand the system to accommodate more proximity cards.

Supervisor Marcanti expressed a sense of urgency to complete this security measure as soon as possible and Vice-Chairman Martin agreed. Mr. Stratton stated that upon Board approval, the Globe Courthouse project would be completed in approximately 120 days and the Payson Courthouse would be completed this fiscal year. Chairman Pastor stated that conservative and cost effective practices should be incorporated into any changes and remodeling projects the County implements in the future. Mr. Stratton replied that the Public Works Division is utilizing the information contained in the energy audit report that was completed in February 2013, and presented to the Board at the July 30, 2013, Work Session.

- Information Technology Infrastructure Upgrades
  - ✓ Aging processors and servers
  - ✓ Aging desktops and laptops
  - ✓ Virtual desktop

Kelly Riggs, Information Technology (IT) Department Director, explained the server environment is in “pretty good shape” and IT has been working over the

last few years to consolidate and move the servers to a virtual environment. He doesn't anticipate any expenditure in this area because the entire server and infrastructure should last approximately three to four more years. He added that a replacement plan for desktop computers has been implemented to replace 20 percent of the computers in the County, which is estimated to be approximately 80 to 100 computers. Eventually the goal is to have desktops in a virtual environment, but at present it would be beneficial to have the desktops updated. Ms. Griffin described the virtual desktop technology as sharing resources with less equipment. There would still be some physical equipment, but with virtual servers it is possible to "house" more information than when it was a stand-alone physical server; there's less equipment and often it would have to be more substantial equipment to "house" the physical servers. Mr. Riggs further explained that the County owns 5 physical servers that are in the "virtual environment" and, as such, they have a lot more memory and capacity, and can process the same amount of information as could be processed with 70 physical servers.

- Economic Development Considerations

- ✓ Decision making structure
- ✓ Funding support

Mr. McDaniel stated that several years ago, the County was funding two independent economic development corporations; one in southern Gila County and one in northern Gila County. At some point in time, the Board of Supervisors decided to discontinue funding them as it was not clear if the County was receiving a return on its investment. Mr. McDaniel further stated that it's an important issue and one that the Board needs to determine the extent that the County should be involved. He advised that in the past, County staff prepared an economic development plan model which addressed methods to fund economic development. In that model, the County would have taken the lead role. Mr. McDaniel stated that due to a lack of funding each budget year and to some degree a lack of understanding by other participants, such as cities, towns and other economic development interested parties, economic development has not progressed. He believes this is an important issue and one that the Board may want to assign staff to develop another model for consideration.

Chairman Pastor advised that he formerly served on the Southern Gila County Economic Development Corporation. He believes that organization is making some progress toward economic development. The Corporation has accepted the County's position on this issue with regard to no longer providing funding to the Corporation; however, the Corporation is hopeful that economic

development discussions with the County will resume in the future. Chairman Pastor agreed that economic development is important to the County's future.

Vice-Chairman Martin believes that the most important issue facing the Board of Supervisors at this time is to consider the steps that need to be taken should the voters not approve the continuation of the half cent transportation excise tax. She stated, "The lifeblood of our rural County and others is a well thought out, built and maintained transportation system." She further stated that if a transportation plan was put in place, economic development would be another tier to that plan. She advised that the County has been involved at "all levels with economic development" and she has come to the conclusion that the economic development corporations (EDCs) don't want to change their methods of operation; however, they do want Gila County to continue funding the EDCs. Chairman Pastor agreed with that statement. She also believes that those involved in economic development sometimes confuse tourism with economic development. She stated, "They need to hire deal makers, who know how to make a deal with a company, and then make a deal with us...I don't think we've had deal makers in the whole time I've been in this job; we've had professional meeting-goers."

Supervisor Marcanti agreed with Vice-Chairman Martin's comments. He suggested that the County hire an economic development director, who would answer to the Board and would be paid based on results.

Chairman Pastor added that Mr. McDaniel opened this conversation today by stating that this outline of topics was a long-term blueprint and a general statement of items for consideration by the Board.

**Working with Federal, State and other Agency Issues:**

- Tonto Creek Bridge Funding
- Four Forest Restoration Initiative (4FRI)
- Resolution Copper – Southeast Arizona Land Exchange and Conservation Act – H.R. 687
- Restoration of Payments In Lieu of Taxes (PILT) Funding
- Tri-City Regional Sanitary District (Wastewater Solution for Globe/Miami)
- Grey Wolf Endangered Species Issues

Mr. McDaniel briefly reviewed the status of these issues. He advised that the National Association of Counties (NACo) and the County Supervisors Association (CSA) have requested county boards of supervisors to submit three to five items of interest which will be addressed at the NACo meeting in March 2014. Ms. Griffin recommended adding the Tonto Forest plan, which she stated encompasses a tribal management plan. Vice-Chairman Martin recommended adding the following list of topics: Secure Rural Schools (Act),

WIFA (Water Infrastructure Finance Authority), healthy county initiatives, criminal justice efficiency, and workforce development. Supervisor Marcanti stated that he would like to see the Lion Springs project completed with a possible match of funding from the Arizona Department of Transportation.

Mr. McDaniel stated the remaining topics on the Strategic Blueprint 2014 were at one time considered to be top priorities. Although they continue to be top priorities, he stated that with regard to available staff time and resources, it has been difficult to complete the objectives for all of these topics.

### **Merit System Rules and Policies Re-write:**

- Human Resources Policies and Procedures Manual

Mr. McDaniel briefly covered the Merit System Rules and Policies stating that three years ago, County staff began revising these rules and policies; however, it has proven difficult to change the policies all at once; therefore, smaller revised sections of the Merit System Rules and Policies will be presented to the Board of Supervisors for approval. To be consistent with the Board-adopted Countywide policies, these policies will become Human Resource policies. Supervisor Marcanti wanted assurance that County employees would have an opportunity to comment on any proposed revisions to the policies. Mr. McDaniel agreed that getting employee input is critical to a viable plan and he suggested providing a mechanism on the Intranet which would allow employees to submit their comments on this topic.

### **Countywide Policy Manual Completion:**

Chairman Pastor advised that certain County departments have policies in place which are specific to that department and he inquired whether “countywide” policies would override those policies. Mr. McDaniel replied that the ultimate goal is to have countywide policies that apply to all employees of the County; however, there are certain areas of the County where there is a need for a policy which may be specific to that department or elected office. He agreed with Supervisor Marcanti’s earlier comment that the Courts operate in part by Countywide policies and in part by their own policies. Mr. McDaniel advised that the County Attorney’s Office and Sheriff’s Office operate in a similar manner. He reiterated that the goal is to have the policies as consistent as possible for all employees.

### **County Comprehensive Plan:**

Mr. McDaniel stated that Bob Gould, Community Development Division Director, is working on this Plan.

### **Boards, Commissions and Committees Status Report:**

Mr. McDaniel stated that Marian Sheppard, Clerk of the Board, has been working diligently to achieve, as close to perfect as possible, the systems and management of the boards, commissions and committees which are under the purview of the Board. He added that due to changes in membership and the different types of boards, commissions and committees, updating changes is an on-going process.

### **Communication Issues:**

Ms. Griffin stated that she has been working to provide communication and information to Gila County citizens via the Gila County website. Chairman Pastor stated that he has received positive feedback with regard to the Gila County website.

### **County Financial Data Transparency:**

Mr. McDaniel stated that in order to improve communication to the public it is particularly important to provide transparency with regard to budget and financial information.

Jeff Hassenius, Finance Division Director, stated that the County is in compliance with Arizona State law providing for transparency to the public via the Gila County website, and has been for several months.

Vice-Chairman Martin stated that the Board needs to give a recommendation today with regard to the State of Arizona issuing Gila County a secondary tax rate for the library. Chairman Pastor stated that CSA was opposed, and Vice-Chairman Martin stated that CSA took a unanimous position on that issue recently. The Board commented that the points regarding these issues brought forth today were beneficial for short and long term action.

**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.**

Chairman Pastor directed Mr. McDaniel to meet with Kelly Riggs, Information Technology Director; Deborah Hughes, Assessor; and Debora Savage,

Treasurer, in order to present the Board of Supervisors with an update on the issue of the Treasurer's Office mailing the property tax bills past the deadline. Mr. McDaniel agreed to proceed as requested.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:40 a.m.

APPROVED:

---

Michael A. Pastor, Chairman

ATTEST:

---

Marian Sheppard, Clerk of the Board

**ARF-2342**

**Consent Agenda Item 4. Q.**

**Regular BOS Meeting**

**Meeting Date:** 02/18/2014

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 1-24-14; and 1-31-14

**Submitted For:** Jeffrey Hessenius, Finance Director  
**Submitted By:** Dana Sgroi, Contracts Support Specialist, Finance Division

---

**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 1-24-14; and 1-31-14.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of January 20, 2014, to January 24, 2014; and January 27, 2014, to January 31, 2014.

---

**Attachments**

Report for County Manager Approved Contracts Under \$50K for Weeks Ending 1-24-14, and 1-31-14

Prof. Services Agreement with Michael Hayes, D.O.

Service Agreement No. 121613 with C&M Communications

Amendment 1 to Contract No. 042713 with Archaeological Consulting Services

Agreement for Laboratory Services with Center for Disease Detection

Support & Maintenance Agreement 36000CONSVR with HOV Services

Maintenance Agreement for Clerk of the Superior Court-Payson

Maintenance Agreement for Clerk of the Superior Court-Globe

Agreement No. 928369 with Great America Financial Services

Amendment 2 to Service Agreement No. 122011 with Atomic Pest Control

Service Agreement No. 010614 with Noble Building LLC

Service Agreement No. 121813 with Michael Wright Real Estate Appraisal

Contract No. 121613-1IBR with Odonetto Construction Inc.

Service Agreement No. 012714 with Advanced Controls Corporation

Service Agreement No. 012714-2 with Earthquest Plumbing



**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**January 20, 2014 to January 24, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
010214 Michael Hayes, D.O.	Professional Services Contract No. 010214 Medical Director Services Sheriff's Office	\$42,343.00	1-08-14 to 1-07-15	1-08-14*  *Omitted in error from 01- 06-14 through 01-10-14 report	Option to renew for four (4)additional one (1) year periods	The Consultant will provide Medical Director Services for the Gila County Sheriff's Office Adult and Juvenile Detention Centers in Globe and Payson, Arizona. The services shall be provided on an "as need" basis as requested by the Sheriff's Office. Services shall be provided for a one year period with the County's option of four additional one year renewals.
121613 C&M Communications	Service Agreement No. 121613 Five Mile Communications Site Antenna Replacement	\$2,376.33	1-22-14 to 6-30-14	1-22-14	Expires	Supply new DB-224 VHF antenna 152-158mhz split with mounting clamps, remove existing VHF antenna from approximately 190 foot level on tower located at Five Mile Communications site. The antenna is used for receiving.
042713 Archaeological Consulting Services, Ltd.	Amendment No. 1 to Contract No. 042713 Tonto Creek Southwestern Willow Flycatcher Surveys	\$24,936.00	1-1-14 to 12-31-15	1-22-14	Expires	Surveys for Year 2 and Year 3 for the endangered southwestern willow flycatcher (SWFL) along Tonto Creek near Punkin Center, Gila County, AZ.
Center for Disease Detection	Agreement for Laboratory Services	\$2,800.00	2-1-14 to 1-31-15	1-22-14	Expires	Contractor will provide laboratory testing services for the Gila County Health Department. The price includes all collection devices, shipping boxes, postage paid shipping envelopes, and testing. All supplies are tracked by the contractor's computer and will automatically be shipped to keep the department inventory well stocked.
36000CONSVR HOV Services	Support and Maintenance 36000CONSVR	\$845.00	1-19-14 to 1-18-15	1-22-14	Expires	Support and maintenance agreement for the Minolta RP603Z Microfilm Reader Printer Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.

**January 20, 2014 to January 24, 2014**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
BH 454e Interstate Copy Shop	Maintenance Agreement for new BH454e copier	\$600.00	1-16-14 to 1-15-15	1-22-14	Expires	Annual maintenance agreement for Konica Minolta BizHub 454e copier located at the Clerk of the Superior Court's Office in Payson. Includes all parts and labor, excluding damage caused by negligence, misuse or abuse. The cost per black and white copy is \$.0075 at an estimated quantity of 80,000 copies for the entire year.
BH C554e Interstate Copy Shop	Maintenance Agreement for new BH C554e copier	\$2,077.50	1-16-14 to 1-15-15	1-22-14	Expires	Annual maintenance agreement for Konica Minolta BizHub C554e copier located at the Clerk of the Superior Court's Office in Globe. Includes all parts and labor, excluding damage caused by negligence, misuse or abuse. The cost per black and white copy is \$.0075 at an estimated quantity of 225,000 copies for the entire year. The cost per color copy is \$.0065 at an estimated quantity of 6,000 copies for the entire year.
928369 Great America Financial Services	Lease Agreement No. 928369 for one Konica Minolta Biz Hub C554e Copier and one Konica Minolta Biz Hub 454e Copier	\$16,945.56 + tax	36 months from date machines are delivered	1-22-14	Expires	The lease agreement has expired for the Clerk of the Superior Court's current copier and they would like to replace it with a new one. The lease has also expired on the copier they had in Payson, and they would like to replace that one as well.

**January 27, 2014 to January 31, 2014**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
122011 Atomic Pest Control	Amendment No. 2 to Service Agreement No. 122011 Pest Control Service for Northern Gila County	\$3,700.00	1-1-14 to 12-31-14	1-29-14	Expires	Monthly and quarterly pest control service for Northern Gila County Facilities: Star Valley Roads/Shop Offices, Administration Building, Courthouse Complex, Assessors/Recorders, Health Department and Sheriff's Office/Jail.
010614 Noble Building LLC	Service Agreement No. 010614 Weatherization Project No. HH#3433	\$2,400.00	1-29-14 to 6-30-14	1-29-14	Expires	The work to be performed is installation of a new water heater and range, at a residence in Payson, AZ.
121813 Michael Wright Real Estate Appraisal	Service Agreement No. 121813 Appraisals for 5709 W. Russell Road in Globe, AZ And 203 W. Frontier Street in Payson, AZ	\$600.00	1-29-14 to 1-31-14	1-29-14	Expires	Contractor will perform appraisals on the following: Parcel 207-07-053-5709 W. Russell Road in Globe and Parcel 304-16-226-203 W. Frontier Street in Payson, AZ.
121613-1IBR Oddonetto Construction, Inc.	Contract no. 121613-1IBR for the construction of Emergency Medical Services Storage Building	\$48,572.00	120 calendar days from date of Notice to Proceed	1-29-14	Expires	There is a need to provide a secure storage building for Health & Emergency Services to protect county and state property from environmental damage (conex boxes) and reduce opportunity for theft. Secure and safe storage is not currently available.
012714 Advanced Controls Corporation	Service Agreement No. 012714 Fire Alarm Panel Repair at Central Heights	\$1,952.57	1-29-14 to 6-30-14	1-29-14	Expires	During the annual inspection deficiencies were found in the main fire panel. The alarm notification at the main fire panel also needs repair.
012714-2 Earthquest Plumbing	Service Agreement No. 012714-2 Emergency Septic Repairs at Public Works Administration Building	\$570.00	1-29-14 to 1-31-14	1-29-14	Expires	The septic plugged up and backed into bathrooms of the Public Works Admin Building on Friday, January 17, 2014. Earthquest was called for an emergency repair.

**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



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

FAX (928) 425-0319  
TTY: 7-1-1

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**PROFESSIONAL SERVICES CONTRACT NO. 010214**

**MEDICAL DIRECTOR SERVICES  
SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 08<sup>th</sup> day of JANUARY, 2014, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Michael Hayes, D.O., of the City of Glendale, County of Maricopa, State of Arizona, hereinafter designated the **Contractor**.

**WITNESSETH:** That the Contractor, for and in consideration of the sum to be paid 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 herself, her heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor agrees to provide Medical Director Services for the Gila County Sheriff's Office Adult and Juvenile Detention Centers in Globe, Arizona and the Adult Detention Center in Payson, Arizona. The services shall be provided on an "as need" basis as requested by the County.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications and agrees that she posses experience as a physician. If at any time during the term of the contract the Contractors licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

Gila County shall provide to the Contractor a specific area at each location within which to perform her service.

Contractor's duties will include but not be limited to the following:

1. Provide medical services and oversee all medically related functions;
2. Direct medical aid;
3. Provide assessments;
4. Provide standing orders for the registered nurses use to handle situations that arise;

5. Grant referrals to local specialists for continuing medical services;
6. Oversee jail nursing staff and physicians assistant;
7. Be involved in a monthly quality assurance review;
8. Conduct appropriate scheduled jail/juvenile sick call;
9. Provide appropriate diagnostic and treatment services for jail inmates/detained juveniles;
10. Prescribe pharmaceuticals (generic where possible) as necessary;
11. Consult with inmate/juvenile physician as indicated regarding medical history, diagnoses, treatment and medication;
12. Consult with psychiatrist and/or mental health professionals, as necessary regarding psychotropic medications and/or monitoring and confer concerning general mental health issues;
13. Refer inmates/juveniles to specialty care physicians, other health professionals and/or health care facilities in accordance with accepted protocol;
14. Perform medical screening and physical exams;
15. Assist juvenile detention officers/jail medical staff in triage of medical situations;
16. Review acute care, hospital length of stay as needed;
17. Review/provide final determination of medicine necessary, appropriateness and cost effectiveness of services;
18. Oversee the denial of medical services to inmates/juveniles;
19. Provide clerical, administrative and supervisory direction regarding quality of care resolutions and inmate grievances related to medical issues;
20. And, remain available for calls in emergency situations.

**ARTICLE II – FEES:** The FEE included for the Contractors services shall be as follows:

▪ Scope of Work	\$ 40,000.00
▪ Required Insurance	<u>\$ 2,343.00</u>
▪ Contract Total	\$ 42,343.00

**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.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work

performed by the Contractor for the County.

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

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

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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

**ARTICLE VII – ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 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.

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

**ARTICLE IX – TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for four (4) 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 X – PAYMENT:** The Scope of Services as outlined above will be performed for the amount of \$ 42,343.00. A payment in the amount of Three Thousand Five Hundred Twenty-eight dollars and fifty-eight cents (\$3,528.58) is to be paid on the 30<sup>th</sup> day of the contract, and on the same date of each of the subsequent ten months of the contract, and a payment in the amount of Three Thousand Five Hundred, Twenty-eight dollars and 62 cents (\$3,528.62) will be paid on the final date of the contract. No additional payments will be made for the scope of services outlined in this contract. No payments will be made for any additional services unless in advance of those additional services this contract is amended in writing by both parties.

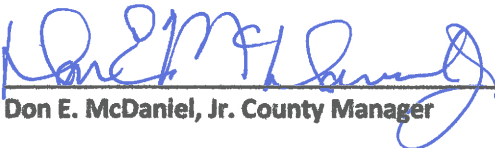
**IN WITNESS WHEREOF,** three (3) identical counterparts of this contract, each of which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.



In return for the performance of the Contract by the Contractor, the County agrees to pay the amount of \$ 42,343.00 in the payment format as described in the Contract in Article X-Payment.

**PROFESSIONAL SERVICES CONTRACT NO. 010214  
MEDICAL DIRECTOR SERVICES -- SHERIFF'S OFFICE**

**GILA COUNTY:**

**CONTRACTOR:  
MICHAEL HAYES, D.O.**

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

  
\_\_\_\_\_  
Contractor Signature  
  
\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM:**

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

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

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

Jeff Hassenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

### SERVICE AGREEMENT NO. 121613 FIVE MILE COMMUNICATIONS SITE-ANTENNA REPLACEMENT

THIS AGREEMENT, made and entered into this 22ND day of JANUARY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and C&M 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 Payson Sheriff's office 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. 121613, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 121613, 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" to Service Agreement No. 121613, 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 . The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

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

#### **ARTICLE 6- WARRANTY**

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising

from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

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

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

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

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

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

**ARTICLE 14– TERM:** The term of the Contract shall commence upon award and remain in effect from date of award to June 30, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 2,376.33 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.

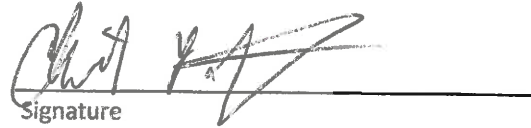
**IN WITNESS WHEREOF**, Service Agreement No. 121613 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 1/22/14

**C&M COMMUNICATIONS**

  
Signature

Christopher E. Salgot  
Print Name

## REQUEST FOR QUOTE NO. 121613 GILA COUNTY



### JOB/PROJECT DESCRIPTION

Project consists of supply and install one antenna and associated parts.

Location 1: Five Mile Communications Site  
Approximately five (5) miles North of Strawberry at Mile Marker 274 on SR 87.

#### Scope of Work and Specifications:

- Supply new DB-224 VHF antenna 152-158mhz split with mounting clamps, remove existing VHF antenna from approximately 190 foot level on tower located at Fivemile Communications site.
- This antenna is used for receiving. Antenna to be configured for a directional pattern toward Payson and WSW toward Fossil Creek and connected to existing hardline coax.
- Check and confirm existing hardline connector has no water intrusion, if so replace connector.
- Test installation of new antenna system for reflected power and document result.
- Weather seal all RF connections.
- Return used antenna to Gila County Sheriff's office.
  
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project prior to providing a projected cost.
  
- Please contact the Project Manager, Tim Scott at 928-474-2208 with any questions.

**QUOTE DUE DATE:** Please email or fax quote by 11:00 A.M./MST, Monday, December 30, 2013 to, Jeannie Sgroi, , fax 928-474-2208

Contractor Name: C&M COMMUNICATIONS

Contractor Address: P.O. BOX 1130 PAYSON, AZ 85547

Contractor Phone #: 928 472-9777 Email Address: cmcomnaz@aol.com

Contractor Signature: Christopher F. Salgot Owner

#### TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST	\$ <u>1275.00</u>	(TAXES INCLUDED)
MATERIAL COST & shipping	\$ <u>1101.33</u>	(TAXES INCLUDED)



**AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**CONTRACT 042713  
TONTO CREEK SOUTHWESTERN WILLOW FLYCATCHER SURVEYS**

**ARCHAEOLOGICAL CONSULTING SERVICES, LTD.**

Effective May 14, 2013, Gila County and Archaeological Consulting Services, Ltd. entered into a contract whereby Archaeological Consulting Services, Ltd. agreed to provide Tonto Creek Southwestern Willow Flycatcher Surveys, for the Tonto Creek Bridge project, along Tonto Creek near Punkin Center, AZ. The contract covered the survey for the year 2013.

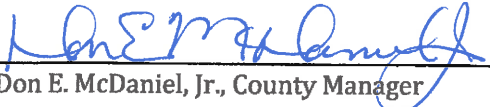
Per federal requirements, surveys for the endangered Southwestern Willow Flycatcher, must be conducted for three continuous years, prior to the commencement of construction.

Amendment No. 2 will extend the term of the contract from May 14, 2013 through December 31, 2013, to January 01, 2014 through December 31, 2015. Contractor will continue to bill for services pursuant to Attachment "A" to Contract No. 042713 for the Year 2 and Year 3 surveys, but in no event shall charges for the January 01, 2014 to December 31, 2015 extension exceed \$24,936.00 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 to Professional Services Contract No. 042713, 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 22 day of January, 2014.

**GILA COUNTY**


  
Don E. McDaniel, Jr., County Manager

**ARCHAEOLOGICAL CONSULTING SERVICES,  
LTD.**

  
Authorized Signature

Margerie Green  
Print Name

**APPROVED AS TO FORM**

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





Archaeological Consulting Services, Ltd.  
Cultural Resource, Environmental Management, and GIS Services  
a woman-owned business enterprise, established 1977

424 West Broadway Road  
Tempe, AZ 85282-1339  
(480) 894-5477 • FAX (480) 894-5478  
www.acstemple.com

1 April 2013  
ACS Project 13-059

Jeannie Sgroi  
Gila County Finance Department  
Contracts Support Specialist  
1400 E. Ash Street  
Globe, AZ 85501

RE: Proposal for 2013, 2014, and 2015 Southwestern Willow Flycatcher Surveys along Tonto Creek near Punkin Center, Gila County, Arizona

Dear Ms. Sgroi:

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) regarding surveys for the endangered southwestern willow flycatcher (SWFL) along Tonto Creek near Punkin Center, Gila County, Arizona. As in previous years, ACS will conduct protocol surveys for SWFLs 0.5 mile upstream and downstream of the proposed bridge location near Punkin Center. This proposal includes costs for surveys in 2013, 2014, and 2015, if needed.

**Scope of Work**

ACS personnel will follow the Sogge et al. SWFL Survey Protocol when conducting SWFL surveys. Tracy McCarthy and Laura Stewart have extensive experience conducting surveys under this protocol and within the project area. We have included five survey visits per protocol spaced out within the three established surveys periods during the SWFL breeding season. Results of the surveys will be summarized in a brief report, which will include the field survey forms, and will be submitted to the Arizona Game and Fish Department, the US Fish and Wildlife Service, and the US Forest Service.

**Cost Estimate and Schedule**

The estimated lump sum cost for 2013 (Year 1) surveys is **\$12,054.00**. We have added a 2.5% cost of living increase for each subsequent year of the 3-year contract that surveys are needed; therefore the lump sum cost for the 2014 (Year 2) surveys is **\$12,330.00** and for the 2015 (Year 3) surveys, **\$12,606.00**. Total cost for the entire 3-year contract period is **\$36,990.00**. The SWFL breeding season extends through August; therefore, we will submit our draft report to Gila County for review by 1 October 2013. This cost proposal is valid for 60 days.

Please do not hesitate to call if you have any questions or comments. We look forward to working with Gila County again.

Sincerely,

A handwritten signature in black ink that reads "Tracy McCarthy". The signature is written in a cursive, flowing style.

Tracy McCarthy  
Director, Environmental Division / Senior Biologist

Copy: Gloria Aguirre



## AGREEMENT FOR LABORATORY SERVICES

January 14, 2014

Agreement for Laboratory services between **Gila County Health Department**, located at 1515 S. Apache Ave, Suite 100, Globe, AZ 85501 and **Center for Disease Detection (CDD)** located at 11603 Crosswinds Way, Suite 100, San Antonio, TX 78233.

This agreement is effective from February 1, 2014 until January 31, 2015. The agreement may be renewed by mutual agreement of both parties for two (2) additional one (1) year terms.

*CDD will provide the following:*

### SUPPLIES AND SERVICES

All collection devices, shipping boxes, postage paid shipping envelopes, and testing are included in the per test price. All supplies will be tracked by our computer and automatically shipped to keep your inventory well stocked.

### RESULTS

Your results summary report and hard copies will be reported out to you **by 12:00 pm central time the same business day your specimens are received in our laboratory**. Repeat testing, confirmations and additional testing not performed by CDD may take an additional day or so. Cultures, Cytopathology and Histopathology test results will be reported to your clinics in 3-5 business days.

When results become available, an e-mail message will be sent notifying you that you have results available. This e-mail message will direct you to a secured access web site where you can download, view and print your results. These will be the **official** results. As a courtesy we can also send electronic results in an HL7 format to be uploaded into an electronic medical record system. For compliance with CLIA, CAP and other accrediting organizations we will continue to send both sets of results until you provide us with validation screen shots that the hard copy results correlate with the HL7 results and instruct us to discontinue the hard copy results.

### AFTIS

AFTIS software and label printers will be **provided to all locations at no extra charge!** AFTIS is our automated paperless software system that allows you to pre-register your patients, select tests to be performed, print barcode labels, retrieve results and print same day hard copies. The use of the AFTIS system will be mandatory for all sites.

**TRAINING**

CDD will fully train representatives of Gila County Health Department on procedures related to the submission of laboratory specimens to the lab. This will include collection of specimens, use of AFTIS, and specimen packaging for UPS shipping. CDD will provide this same training for any new staff of the Gila County Health Department.

**BILLING**

We bill monthly for tests performed in our laboratory. Payment is due upon receipt of invoice. CDD will bill for all public and private 3<sup>rd</sup> party insurers for tests we perform. CDD reserves the right to stop accepting claims for one or more insurance providers. CDD will re-invoice Gila County Health Department for any rejected 3<sup>rd</sup> party claim **only** if the patient was not covered at the time of service or if Gila County Health Department does not provide appropriate ICD-9 codes. These charges will be at the contract price agreed upon in this agreement.

In the event that CDD is denied reimbursement from a patient's insurance provider we reserve the right to request payment from the patient for lab tests performed. The rate charged to patients will be at a rate different than what is listed in this agreement.

Your initials confirm that you understand and accept all of the above.

Initial ld.

**MONTHLY REPORTS**

CDD will provide monthly reports that specify the number of tests and number of positives defined by Male/Female to help you with documentation needed for grant writing and budget writing. Each site will be given the option to receive this report. Statistical reports are also available for the Clinical Services Director.

**TRANSPORTATION**

Specimens will be transported by a next day service courier. During the shipping process specimens could be lost or damaged. Although this is a very rare occurrence, CDD will not be held liable. Pre-printed labels and/or pre-printed postage paid mailers will be provided by CDD for shipment of specimens.

Your initials confirm that you understand and accept all of the above.

Initial ld.

**CYTOLOGY/HISTOLOGY**

All abnormal Pap test results will be reviewed by a pathologist. These pathology reviewed abnormal results will be assessed a pathology review fee (see below). Pap Tests will be reported using widely accepted Bethesda 2001 terminology. A unique consistent Patient Identification number is mandatory for all cytology/histology requests. This patient identifier is used to correlate current requests with past results.

Immunohistochemical (IHC) staining is now offered by CDD. These special stains are used today in the diagnosis of certain difficult to differentiate abnormal cells. This staining process is not required or even common practice, but again, is helpful for certain difficult to call cases. IHC staining is not ordered by the clinician, it can only be ordered by the pathologist reviewing the case if they find it may be useful for added clarity. Since IHC staining does not fit into the budgets of all clients and is not a medical necessity, we are instituting a simple system that allows you to opt out of additional IHC staining if your patient does not approve of directly paying the additional cost. Below please find two options to choose from. Let us know which method you prefer, automatic IHC staining and billing to the site, or IHC staining only with prior written permission.

NO, we do not want IHC staining to be performed automatically if called for by the reviewing pathologist and billed to our facility. Rather we want to be notified in writing prior to IHC staining use. If we do not respond within 24 hours of receipt of the request, CDD may assume that the patient did not authorize the extra process and cost.

YES, we want IHC staining to be performed automatically if called for by the reviewing pathologist and billed to our facility.

Your initials confirm that you understand and accept all of the above.

Initial ld.

**PRICING**

Pricing is for the device, testing of the device, and transportation. All pricing is confidential and is based on the volume you have provided us. Should test volumes differ significantly from what is listed, CDD reserves the right to re-visit pricing. *Below pricing is subject to review if not accepted by 5:00 pm central time on February 29, 2014.*

**Gila County Health Department**

Test	Est. Volume (Per Year)	Price Per	CPT 1	CPT 2
Urine CT/GC Combo	153	\$ 11.85	87491	87591
Thin Prep	40	\$ 16.50	88142	
Syphilis	As Needed	\$ 6.60	86592	
HPV by Thin Prep Liquid	As Needed	\$ 39.60	87621	
Pathology Review	As Needed	\$ 7.00	88141	

**CANCELLATION PURSUANT TO A.R.S. §38-511**

All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

**LIABILITY INSURANCE**

Center for Disease Detection, LLC shall obtain and maintain in full force and effect during the term of this Agreement, at its sole cost and expense, comprehensive professional liability insurance coverage with an insurance carrier reasonably acceptable to Gila County Health Department. Such insurance coverage shall be in such amounts and subject to such deductibles as are consistent with industry practices. On request, Center for Disease Detection, LLC shall produce proof of such insurance coverage to Gila County Health Department.

**INDEMNIFICATION**

Center for Disease Detection, LLC shall indemnify and hold harmless Gila County Health Department its officers, directors, agents and employees against any and all actions, claims, or demands and against any and all costs and expenses, including but not limited to reasonable attorney's fees, arising out of an injury to a person or property as the result of the negligent act or omission of Center for Disease Detection, LLC its physicians, officers, directors, agents, or employees.

Gila County Health Department shall indemnify and hold harmless Center for Disease Detection, LLC its officers, directors, agents and employees against any and all actions, claims, or demands and against any and all costs and expenses, including but not limited to reasonable attorney's fees, arising out of an injury to a person or property as the result of the negligent act or omission of Gila County Health Department, its physicians, officers, directors, agents, or employees.

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement by Gila County. Gila County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Gila County and to cooperate with Gila County's inspections.

**CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. §35-397, Contractor hereby certifies that it does not have scrutinized business operations, as defined in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393(12), in Iran.

## ATTACHMENT A

### Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

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

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

F. Hold Harmless/Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: *If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.*

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

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

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who

performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

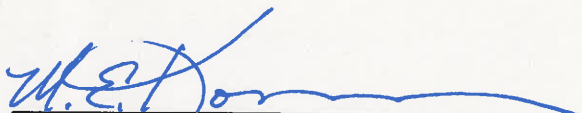
County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

---

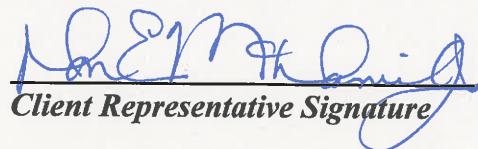
This agreement is effective from February 1, 2014 until January 31, 2015.

  
\_\_\_\_\_  
*CDD Representative Signature*

*Michael E. Kossman*  
\_\_\_\_\_  
*CDD Representative Name (print)*

*Sales Manager*  
\_\_\_\_\_  
*CDD Representative Title*

*1-14-2014*  
\_\_\_\_\_  
*Date Signed*

  
\_\_\_\_\_  
*Client Representative Signature*

*DON E. MCDANIEL, JR.*  
\_\_\_\_\_  
*Client Representative Name (print)*

*COUNTY MANAGER*  
\_\_\_\_\_  
*Client Representative Title*

*1/22/14*  
\_\_\_\_\_  
*Date Signed*



# Support and Maintenance Agreement

1/13/2014

Page 1

<b><u>Installation Location</u></b>	<b><u>Description</u></b>
GILA COUNTY RECORDER 1400 E. ASH STREET GLOBE, AZ 85501  SADIE DALTON 928 402 8740	Agreement #: 36000CONSVR Type: Premium Hardware Amount: \$845.00 Effective: 1/19/2014 through 1/18/2015 Payment Terms: Annual <small>Amount shown does not include applicable taxes See attached Terms and Conditions on page 2</small>

**Covered Components**

<b>Description</b>	<b>LASON Tag #</b>	<b>Serial #</b>
MINOLTA RP603Z MICROFILM READER PRINTER MINOLTA FC5 FICHE CARRIER	10614-18040	31011017 6119679

**Covered Services**

On-Site Support/Labor  
Parts  
Phone Support

Unlimited Service Calls Allowed  
Includes 1 Scheduled Preventive Maintenance Call(s)

**Notes or Considerations**

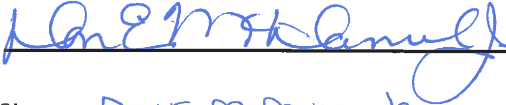
THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511 Attachment "A" to Support and Maintenance Agreement No. 34239CONSVR, by mention made a binding part of this agreement.

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: \_\_\_\_\_

P.O. Date: \_\_\_\_\_


Signature: 

Date: 1/22/14

Printed Name: DON E. MCDANIEL, JR.

Title: COUNTY MANAGER

**Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.**



**RETURN TO**

HOV Services/LASON Service Administration  
11850 Hempstead Highway, Suite 270  
Houston, TX 77092  
Fax: 713-957-4858

Signature \_\_\_\_\_  
Authorized HOV Services/LASON Representative

Date 01/19/2014

1/13/2014

## Terms and Conditions

Page 2

1. This agreement is intended to provide technical support and maintenance by HOV Services for the covered components described on page one of this document and subject to the terms and conditions described herein. This agreement shall cover: support and maintenance service calls requested by customer except for those specified herein, all labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein. HOV Services will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services and customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services shall diagnose and repair problems relative to the covered components. The customer shall promptly inform HOV Services of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and HOV Services. HOV Services shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this agreement according to the manufacturer's specifications, and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. HOV Services hereby covenants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner. All HOV Services personnel performing system maintenance and support shall be factory trained and knowledgeable about the Customer's specific components and configurations.

### 3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separable pads, pick/feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

Premium Hardware Support and Maintenance Agreement, HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement.

### 4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

4.2 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.

4.3 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.4 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

4.5 Premium System Support and Maintenance Agreement. HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

### 5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

5.2 HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV SERVICES shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This agreement does not cover travel expenses for non-scheduled emergency repairs for Customers located more than 100 miles from the HOV Services service centers in Beltsville Maryland or Anaheim California. All travel expense for such services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

5.7 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.

6. This agreement does not cover service, parts, components or repairs due to misuse, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non-HOV Services personnel, parts, components or attachments not supplied by HOV Services or use of supplies, parts or components not meeting HOV Services and manufacturer's specifications.

7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page 1 of this Preventive Maintenance Agreement. Prior to, or upon expiration of this agreement, the customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.

8. HOV Services may cancel this agreement within 30 days of written notice for the following reasons 1) If the equipment or covered components are moved from the location specified on page 1 of this PMA. 2) If the equipment or covered components are sold, leased, or transferred to another party. 3) If the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by HOV Services or the manufacturer, may also allow HOV Services to cancel this PMA through written notice.

9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. The Customer shall be invoiced for and agree to pay HOV Services any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. The Customer shall be invoiced for and agree to pay HOV Services any additional amount for devices, upgrades, special programs, and services other than those provided to the Customer by HOV Services under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority.

10. At the end of the contract period, HOV Services may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc. beyond HOV Service's control. Customer shall receive a minimum of thirty, (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, HOV Services reserves the right to invoice the Customer for any time the components were not covered under this agreement.

11. This agreement constitutes the entire agreement between HOV Services and the Customer. No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Michigan will govern this agreement.

**ATTACHMENT "A"**

**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 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. §38.511.

**HOV SERVICES LASON SYSTEMS INC.**

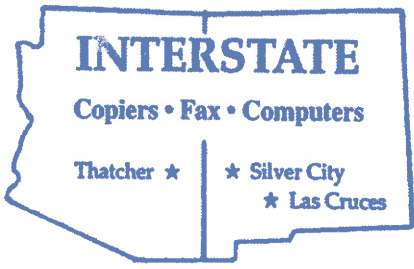
*Amy Raines*  
Individual Authorized to Sign

Amy Raines  
Print Name

Director of Maint. + Svcs.  
Title

1-13-14  
Date





Maintenance Agreement Invoice

Interstate Electronics, Inc.

PO Box 730, Thatcher, AZ 85552  
(928) 428-3357

Account No.
P.O. / Cust. Order No.
Contract No. <b>AZ</b>

Bill To:

Name	Gila County Clerk of Superior Court		
Address	1400 E. Ash		
City	Globe	State	AZ Zip 85501
Telephone	Contact	Vicki	

Location:

Name	Same		
Address			
City		State	Zip
Telephone	Contact		

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
1/16/14	2	1/16	1/15/15	0	0	

Plan	Manufacturer	Model	Serial No.	Allow Black Copies	Exc. Copies Chg	Unit Price
1	KonicaMinolta	BH C554e		225000	.0075	\$1,687.50
			Color copies	Allow Color Copies 6000	Exc. Copies Chg .0065	Unit Price 390
Exclusions Or Special Instructions:		Accessories		Allow. Copies		
<p><b>INCLUDES ALL PARTS AND LABOR, EXCLUDING DAMAGES CAUSED BY MISUSE, ABUSE OR NEGLIGENCE. INCLUDES ALL CONSUMABLE SUPPLIES EXCLUDING PAPER AND STAPLES. TO BE BILLED QUARTERLY IN ARREARS</b></p>						
				Ex. Copies Charge Where Applicable		
				Subtotal		\$2,077.50
				Total Tax		
				Invoice TTL		\$2,077.50

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 Clerk of Superior Court
Printed Signature Name ROBERT BARNEY	By: (Authorized Agent) 
Empl. #	Terr. #
Branch Office Address PO BOX 730	Date 1/22/14
City THATCHER	Printed Signature Name DON E. MCDANIEL, JR. COUNTY MANAGER
State AZ	Title
Zip 85552	

I do not wish to purchase a Maintenance Agreement at this time.

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609



AGREEMENT NO.: 928369

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Gila, County of

ADDRESS: 1400 E Ash St

Globe, AZ 85501-1483

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

Interstate Copyshop

Thatcher, AZ

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Konica Minolta bizhub C554e Copier

1 Konica Minolta bizhub 454e Copier

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 36

MONTHLY PAYMENT AMOUNT: \$470.71 (PLUS TAX)

PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANYALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

SIGNATURE: [Signature] DATE:

PRINT NAME & TITLE:

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE: [Signature] DATE: 1/22/19

PRINT NAME & TITLE: DON E. MCDANIEL, JR. COUNTY MANAGER

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X

INDIVIDUAL:

DATE:

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "our") and Gila, County of ("Governmental Entity", "you", or "your"), which agreement is identified in our records as agreement number 928369 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above) X [Signature] DON E. McDANIEL, JR. 1/22/19  
SIGNATURE PRINT NAME & TITLE COUNTY MANAGER DATE

GreatAmerica Financial Services Corporation [Signature]  
SIGNATURE PRINT NAME & TITLE DATE

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



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager,**  
1400 E. Ash St., Globe, AZ 85501  
Phone (928) 425-3231 Ext.8761

**Jeff Hassenius, Finance Director**  
1400 E. Ash St., Globe, AZ 85501  
(928)425-3231 Ext. 8743

FAX ((28)425-8104  
TTY: 7-1-1

**SERVICE AGREEMENT NO. 122011  
PEST CONTROL SERVICE FOR NORTHERN GILA COUNTY  
BETWEEN  
GILA COUNTY AND ATOMIC PEST CONTROL, LLC**

**AMENDMENT NO. 2**

Effective January 01, 2012, Gila County and Atomic Pest Control, LLC, entered into a contract whereby Atomic Pest Control LLC would provide routine pest control exterminating services for Northern Gila County facilities.

Amendment No. 1 was executed on November 06, 2012 and extended the term of the contract from January 01, 2013 to December 31, 2013.

The contract expires December 31, 2013. Per page 6, Article 14, of the contract, Gila County may agree to renew the contract for as many as two (2) additional one (1) year periods.

Amendment No. 2 will allow the contract term to be extended one (1) year from January 01, 2014, to December 31, 2014. Total annual compensation of contract shall not exceed \$3,700.00.

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 29 day of JANUARY, 2014.

**GILA COUNTY :  
GILA COUNTY MANAGER**

  
Don E. McDaniel Jr.

**CONTRACTOR:  
ATOMIC PEST CONTROL LLC**

  
John Beebe



**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](http://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. 010614**  
**WEATHERIZATION PROJECT NO. HH#3433**

**THIS AGREEMENT**, made and entered into this 29th day of JANUARY, 2014, 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#3433, 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. 010614, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 010614, by mention made a binding part of this agreement as set forth herein.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

Workers' Compensation	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 [jsgroi@gilacountyaz.gov](mailto:jsgroi@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 a total flat fee amount of \$ 2,400.00. 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
- \* 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. 010614 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

NOBLE BUILDING LLC

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 1/29/14

Jodieah Byren Tanenhaus  
Print Name



236 W. Thompson Road  
 PAYSON, AZ 85541

Invoice

Invoice #	Date
1321	12/22/2013

<b>Bill To</b>
#3433 #17 Gateway Trailer Park Payson AZ 85541

\$2000.00 URRP  
 400.00 Pinal Gila

Description	Amount
Instal] new WATER HEATER AND RANGE	2,271.22
Thank you	
<b>Subtotal</b>	<b>\$2,271.22</b>
<b>Sales Tax (5.67%)</b>	<b>\$128.78</b>
<b>Payments/Credits</b>	<b>00.00</b>
<b>Balance Due</b>	<b>\$2,400.00</b>

**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](http://www.gilacountyaz.gov)

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

**Jeff Hassenius, Finance Director**  
Phone (928) 402-8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 121813**  
**APPRAISALS FOR 5709 W. RUSSELL ROAD IN GLOBE, AZ.**  
**AND**  
**203 W. FRONTIER STREET IN PAYSON, AZ.**

**THIS AGREEMENT**, made and entered into this 29<sup>th</sup> day of JANUARY, **2018**,<sup>4</sup> 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. 121813 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 121813 by mention made a binding part of this agreement as set forth herein.

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



**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

Workers' Compensation	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 [jsgroi@gilacountyaz.gov](mailto:jsgroi@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 January 31, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$600.00 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. 121813 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 1/29/14

**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

Jeannie Sgroi  
Gila County Finance Department

Ms. Sgroi,

We propose to appraise the properties identified below for the following fees:

5709 S. Russell Rd, Globe, AZ	\$300.00
203 W. Frontier St, Payson, 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: 11/26/13

Name: JEFF HESSE

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](mailto:mwright94@cox.net)  
Website: <http://mwrightreappraiser.com>

**GILA COUNTY  
CONTRACT NO. 121613-1IBR**

**THIS AGREEMENT**, made and entered into this 29<sup>TH</sup> day of JANUARY, 2014, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Oddonetto Construction, Inc. of the City of Globe, State of Arizona, hereinafter designated the **Contractor**.

**THE CONTRACTOR** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 121613-1IBR, EMS STORAGE BUILDING:

**DOCUMENTS:** The attached "Call for Informal Bids", "Scope of Work", "Bid Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Bidders Check List and Addenda Acknowledgment", "Contract", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

(Contract-continued)

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

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

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

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

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

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

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

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

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

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

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



(Contract-continued)

- 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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the 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 Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** 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.

**CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511.

**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.

(Contract-continued)

**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, (subject to County approval if MWBE preferences apply) 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:

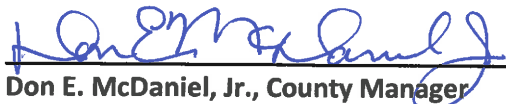
"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books 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.

**IN RETURN** for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 48,572.00 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:**

  
Don E. McDaniel, Jr., County Manager

1/29/14  
Date

Oddonetto Construction, Inc.  
Contracting Company Name

  
Authorized Representative Signature

Michael A. Oddonetto  
Print Name

**CONTRACT PERFORMANCE WARRANTY**

I, Michael A. O'Donetto, representing  
Oddonetto Construction, Inc. (company name)

do hereby warranty the work performed for the:

**EMS STORAGE BUILDING-GLOBE, AZ**

for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

Michael A. O'Donetto  
(Officer, Partner, Owner)

1/28/2014  
Date

**Tommy 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. Mercant, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 012714**  
**FIRE ALARM PANEL REPAIR AT CENTRAL HEIGHTS**

**THIS AGREEMENT**, made and entered into this 29th day of JANUARY, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, 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 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.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 012714, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 012714, by mention made a binding part of this agreement as set forth herein.

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

Workers' Compensation	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 [jsgroi@gilacountyaz.gov](mailto:jsgroi@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 a total flat fee amount of \$ 1,952.57, 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.

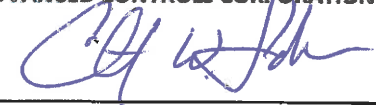
**IN WITNESS WHEREOF,** Service Agreement No. 012714 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 1/29/14

**ADVANCED CONTROLS CORPORATION**

  
\_\_\_\_\_  
Signature

Christopher W. Tober  
\_\_\_\_\_  
Print Name



Advanced Controls Corporation  
626 West Flores Street  
Tucson, Arizona 85705-5438  
(520) 620-6668  
Fax: (520) 620-6678

# PROPOSAL

TO: Gila County Central Heights  
Globe, AZ

DATE: Mar. 07, 2013

Attn: David Horn  
(928)200-1641

PROJECT: 6515 Apache  
Globe, AZ

Advanced Controls is pleased to propose the following:

- Repair of deficiencies found during annual inspection
- A) Relabeling of devices in Fire Panel for 400 BLDG
- B) 700 BLDG Horn/Strobes do not operate
- C) 700 BLDG Alarms 800+800 BLDG only
- D) 400 BLDG Recept. Strobe did not operate
- E) Smoke Det. in Betty Venti's office did not alarm
- F) Main Panel batteries need to be replaced

Materials: \$ 244.50  
Labor: \$870.00  
Total: \$1,114.50

(Price does not include Tax or Permits or applicable Fees)

4,291

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Advanced Controls is authorized to proceed with the work; subject, however to credit approval by Advanced Controls Corporation

This proposal is valid for 30 Days

Purchaser:

ADVANCED CONTROLS CORPORATION

Signature

Signature

Name: Don E. McDaniel, Jr.

Name: Bryan Kauffman  
Cell # 520-591-3968

Title: County Manager

Title: Fire Alarm Technician

Date: 1/29/14



Advanced Controls Corporation  
628 West Flores Street  
Tucson, Arizona 85705-5438  
(520) 820-8856  
Fax (520) 820-8876

# PROPOSAL

TO: Gila County Central Heights

DATE: Jan. 13, 2014

Attn: David Horn  
928-200-1641

PROJECT: 6616 Apache, Globe AZ

Advanced Controls is pleased to propose the following:

- The Repair of the current NAC trouble at the Main Fire Panel
  - May require replacement of device and/or repair of NAC circuit

Material: \$133.75  
Labor: \$674.00  
Proposal Total: \$757.75

(Price does not include Tax or Permits or applicable Fees)

6.276

1872.25 + 7700 Bc 22 = 1962.57

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse Side hereof.)

This proposal is hereby accepted and Advanced Controls is authorized to proceed with the work; subject, however to credit approval by Advanced Controls Corporation

This proposal is valid for: 90 Days

Purchaser:

ADVANCED CONTROLS CORPORATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Don E. McDaniel, Jr.

Name: Bryan Kauffman  
Cell # 520-591-5968

Title: County Manager

Title: Fire Dept. Mgr

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

**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](http://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. 012714-2**  
**EMERGENCY SEPTIC REPAIRS AT PUBLIC WORKS ADMINISTRATION BUILDING**

**THIS AGREEMENT**, made and entered into this 29TH day of JANUARY, 2014, 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 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 Gila County guidelines.

Scope of Work: Repair and unplug effluent filter/basin and diversion valve. Pump 2000 gallon septic tank..

Contractor Fee's:

Labor at \$45.00/hour	Estimated 6 hours labor	\$270.00
Pumping at 150.00/each	Estimated 2 Pump trips	\$300.00

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

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@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 January 31, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 570.00 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.

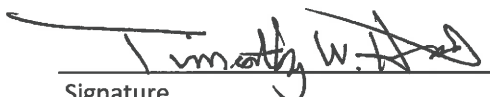
**IN WITNESS WHEREOF,** Service Agreement No. 012714-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

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

Date: 1/29/14

**EARTHQUEST PLUMBING, INC.**

  
\_\_\_\_\_  
Signature

Timothy W. Haas  
\_\_\_\_\_  
Print Name